

SAWPA Pretreatment Program Policies

Preface: This document is applicable to the operation of the SAWPA Pretreatment Program upon approval and implementation.



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1.0 POLICIES OVERVIEW

1.1 Purpose

Santa Ana Watershed Project Authority's (SAWPA's) Pretreatment Program Policies document was developed to act as a repository for documentation related to the creation and long-term implementation of the Industrial Pretreatment Program (Pretreatment Program). The document's purpose is to outline the reason for the Pretreatment Program's existence, and its value to the organization and SAWPA's service area. It should be viewed as the resource for answering "why" the Pretreatment Program is a vital component of SAWPA's successful management of resources in the Santa Ana River Watershed (Watershed) and beyond.

1.2 Updates

SAWPA's Pretreatment Program Policies document is a living document that is designed to be continuously updated and improved as new SAWPA goals and objectives are developed. The document should also be updated as new regulations, agreements; requirements or other policies are developed, approved, and implemented.

SAWPA's Pretreatment Program Policies document is subject to periodic revisions and approval by SAWPA's five member Commission in a public meeting.

Updates to SAWPA's Pretreatment Program Policies will be tracked and documented by SAWPA staff and revisions executed for Commission approval in a timely manner. Minor updates may be documented by SAWPA staff internally for eventual formal adoption.

1.3 Implementation Overview

SAWPA's Pretreatment Program Policies are derived from various legal and binding documents including memoranda of understanding, agreements and contracts adopted by SAWPA's Commission. Policies in this document are derived from those binding documents and apply to the parties for which they were intended.

Nothing in this SAWPA Pretreatment Program Policies document supersedes the binding documents.



2.0 SAWPA MISSION, GOALS AND OBJECTIVES

2.1 Mission Statement

SAWPA was first formed in 1968 as a planning agency with a mission to protect the water quality of the Watershed. SAWPA is a Joint Powers Authority (government agency) as classified under California Law. SAWPA has constructed a number of projects increasing water supply and improving water quality within the watershed. SAWPA also has facilitated a number of regional agreements allowing agencies to address problems on a watershed-wide level. As part of the regional SAWPA focus, over \$300 million of State Bond funds have been directed toward projects directly improving water quality and reliability within the watershed.

SAWPA's Mission Statement is:

Santa Ana Watershed Project Authority's (SAWPA) mission is to develop and maintain regional plans, programs and projects that will protect the Santa Ana River Water resources to maximize beneficial uses within the watershed in an economically and environmentally responsible manner.

Related to SAWPA's mission statement:

SAWPA strives to make the Santa Ana River Watershed more sustainable through fact-based planning and informed decision-making, regional and multi-jurisdictional coordination, and the innovative development of policies, programs, and projects.

2.2 SAWPA's Goals and Objective in the Watershed

As a Joint Powers Authority, SAWPA provides a unified voice for the water management needs within the watershed. SAWPA is composed of five member agencies:

- Eastern Municipal Water District
- Western Municipal Water District
- Inland Empire Utilities Agency
- San Bernardino Valley Municipal Water District
- Orange County Water District

In addition to its five member agencies, SAWPA partners with numerous agencies across the region to accomplish its goals and objectives. The total area of the Watershed is 2,650 square miles and includes Western Riverside County, Northern Orange County, Western San Bernardino County, and a small portion of Los Angeles County. There are over 6 million people who live within the watershed.

SAWPA's mission statement is linked to various goals and objectives in the watershed that are accomplished in part by the following:



Inland Empire Brine Line

The Inland Empire Brine Line or Brine Line (also known in the past as the Santa Ana Regional Interceptor or SARI) is intended to provide a cost-effective, sustainable means of disposal of non-reclaimable wastes for utilities and industry within the Watershed. The highest and best use of the Brine Line is the removal of salts from the Watershed to keep them from degrading water quality within the Watershed, thereby allowing better use of groundwater resources and expanding the ability to reclaim and recycle water from wastewater treatment plants. The long-term goal of achieving salt balance within the region depends on the ability to remove salts from the Watershed via the Brine Line.

The Brine Line is an effective and economical means for customers to dispose of salty wastewater. Publicly Owned Treatment Works (POTW), also known as wastewater treatment plants, in inland areas have local limits to regulate the discharge of salts or total dissolved solids (TDS) within their service area. The limits on the discharge of salts may prevent an industry from discharging its industrial wastewater to the sanitary sewer. The Brine Line can provide an alternative to these industrial dischargers with high salt wastewater.

The Brine Line also serves brackish groundwater desalters that use reverse osmosis or other treatment technologies to produce an additional water supply for the region. They depend on an economical means of salt disposal provided by a viable regional Brine Line. Brackish groundwater desalters:

- Promote job opportunities and economic growth
- Provide a reliable local water source to support economic growth and a growing population
- Work towards the goal of salt balance within the watershed

The Brine Line removes approximately 500,000 lbs of salt per day from the Inland Empire. This protects and improves groundwater quality through salt and contaminant removal. In addition, the Brine Line indirectly protects Orange County's water supply and resources by eliminating salts and contaminants that can make their way into aquifers used as a drinking water source.

The Brine Line extends west towards Orange County. The Brine Line transports the salty wastewater to a treatment plant operated by the Orange County Sanitation District (OCSD). After treatment, the water is discharged to the Pacific Ocean. The Brine Line allows a variety of industries and water treatment plants (such as groundwater desalters) to dispose of concentrated, high salt waste locally.

SAWPA in turn implements an Industrial Pretreatment Program to protect the Brine Line and Orange County Sanitation District infrastructure, and to comply with state and federal regulations and requirements associated with disposal to the Pacific Ocean. An overview of the Industrial Pretreatment Program is included in Section 3.0.

3.0 SAWPA PRETREATMENT PROGRAM OVERVIEW

3.1 Background and History

The Inland Empire Brine Line (Brine Line), a regional brine line, is designed to convey 30 million gallons per day (MGD) of high salinity wastewater from the upper Santa Ana River basin to OCSD for treatment prior to disposal. Wastewater is discharged by permitted facilities to the Brine Line through direct connection to the Brine Line or through trucked waste haulers that discharge at Collection Stations (indirect discharge). Appendix 3-1 illustrates the Brine Line Service Area, the Member Agency boundaries and the locations of the Brine Line Collection Stations. The non-reclaimable wastewater consists of desalter concentrate and industrial wastewater. Domestic wastewater is also received on a limited and generally temporary basis. To date over 73 miles of the Brine Line have been completed. The most recent extension, 23 miles in length (Reach V), was completed in 2001. The upstream extension (Reach IV D and IV E) was completed in 1995 to the City of San Bernardino Wastewater Treatment Plant. Reach IV A serves the Chino Basin area and Reach IV B serves the southwestern portion of the City of Riverside. In the early 2000's Eastern Municipal Water District constructed a lateral from inside their service area to Reach V of the Brine Line. Yucaipa Valley Water District (YVWD) has recently completed construction of a Brine Line extension from San Bernardino to their service area. The extension should be operational in 2013.

Member Agencies are agencies that are part of SAWPA joint powers authority as described above in Section 2.2 and part of the SAWPA Pretreatment Program through a multijurisdictional agreement while Contract Agencies are part of the SAWPA Pretreatment Program through the same multi-jurisdictional agreement without being SAWPA members under the joint powers authority. Regardless of the affiliation with SAWPA both Member and Contract Agencies have a vested interest and significant financial investment in the Brine Line. In addition both Member and Contract Agencies are highly committed to the success of the Pretreatment Program and the operation of the Brine Line.

As of September 2013, the Contact Agencies included in the SAWPA Pretreatment Program are San Bernardino Municipal Water District, Yucaipa Valley Water District and Jurupa Community Services District.

Figure 3-1 illustrates the relationship between, OCSD, SAWPA, Member Agencies, and Contract Agencies.

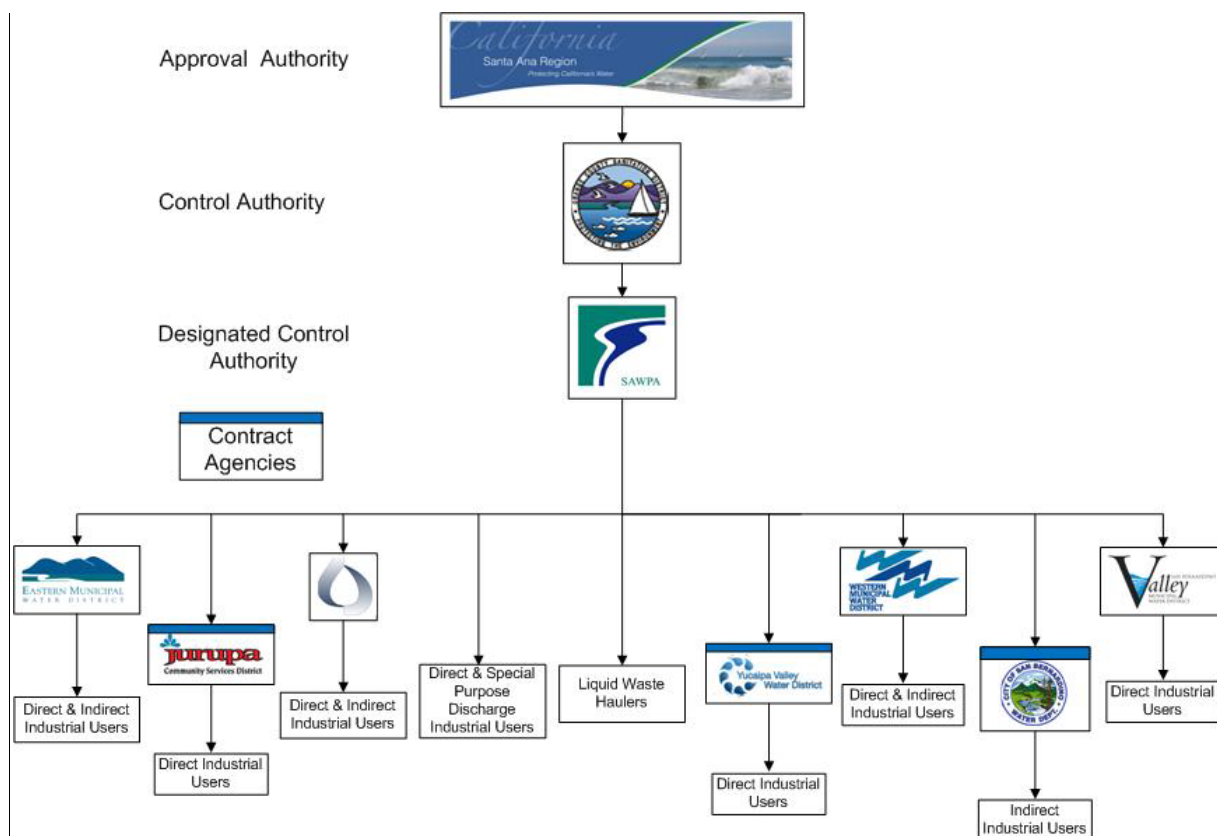


FIGURE 3-1. PRETREATMENT PROGRAM REGULATORY STRUCTURE

3.2 Introduction to SAWPA's Industrial Pretreatment Program

SAWPA's Pretreatment Program is in place to protect the sewerage system including the Brine Line and OCSD facilities; the marine environment at the ultimate disposal site in the Pacific Ocean; to meet OCSD's NPDES permit requirements established by EPA, the Santa Ana Regional Water Quality Control Board (RWQCB) and the State Water Resources Control Board (SWRCB); and all other applicable provisions of the law.

Several agreements and memoranda of understanding are in place and have been since the early 1970's that establish the regulatory or legal basis for SAWPA's Pretreatment Program as described in Section 4 of this Policy Document. Primarily SAWPA's Pretreatment Program is responsible for developing, implementing and enforcing an industrial pretreatment program as set forth in Title 40, Code of Federal Regulations, Part 403 (40 CFR 403). OCSD and SAWPA have in place a Memorandum of Understanding (MOU) that defines the basic requirements for the program (see Section 4.1 below).

SAWPA's Pretreatment Program has an Ordinance in place that provides the legal authority to regulate and control the quality of discharges to the Brine Line in accordance with 40 CFR 403 and has established through a SAWPA Commission Resolution local permit limits and best management practices to limit pollutants in discharges to the Brine Line. The Ordinance



authorizes the use of control mechanisms in the form Wastewater Discharge Permits (Permits) to authorize, regulate, control, and monitor waste discharges to the Brine Line.

There are a number of ways to dispose of wastewater to the Brine Line:

Direct Discharge

A Direct Discharge customer is close enough to construct a direct-connection and produces a volume of waste to economically justify the connection cost. Direct Discharge customers generally must purchase pipeline and treatment and disposal capacity before a permit is issued.

Indirect Discharge

An Indirect Discharge customer is generally not physically close enough to the Brine Line to allow for the connection to be economically feasible or there may be other constraints or factors. Indirect Dischargers may obtain an Indirect Connect Discharge permit and use a permitted Liquid Waste Hauler to transport the wastewater to the Brine Line using a Collection Station managed by a Member or Contract Agency.

Liquid Waste Hauler

Liquid Waste Hauler (LWH) customers are permitted to transport and discharge, on behalf of an Indirect Discharger, a small amount of high TDS wastewater. Permitted Indirect Dischargers are generally not located close enough to the Brine Line to make a direct connection economically feasible. Liquid waste is disposed of at one of the Brine Line Collection Stations using a permitted commercial Liquid Waste Hauler (refer to Appendix 3-2 for location of the Collection Stations). The Collection Stations are located within the SAWPA service area within twenty (20) miles of most Indirect Dischargers.

Regardless of the disposal method, direct discharge or indirect discharge, industries that typically benefit from disposal of salty, concentrated wastewater to the Brine Line include:

- Biotech manufacturing
- Power and co-generation plants
- Medical Supply Manufacturing
- Water Purification Plants (Reverse Osmosis facilities, Bottled water, and ion exchange facilities)
- Computer Chip Manufacturers
- Commercial Laundries
- Food/Beverage Processing
- Large Water Softeners
- Large Cooling Towers
- Large Boilers
- Ultra Pure Water



4.0 LEGAL DOCUMENTS AND AUTHORITIES

4.1 1991 Memorandum of Understanding (MOU)

A Memorandum of Understanding between County Sanitation District No. 1 of Orange County (now known as Orange County Sanitation District, OCSD) and the SAWPA was entered into on April 1, 1991 (1991 MOU) and is included in Appendix 4-1. The 1991 MOU contains specific language related to retention of powers, water quality, permitting, inspection, monitoring, enforcement, and reporting processes related to wastewater discharges originating in the Upper Watershed of the Santa Ana Regional Interceptor Line (now known as the Inland Empire Brine Line or Brine Line). Prior to the 1991 MOU, SAWPA, and OCSD had two Agreements dated April 12, 1972, entitled “Assignment Waste Water Treatment, and Disposal Agreement” and “Waste Water Interceptor Capacity Agreement”. In 1996, an agreement was signed that superseded the 1972 Treatment & Disposal Agreement.

Through the 1991 MOU Section 6.C, SAWPA, each Member Agency and each Contract Agency were assigned the responsibility to develop, implement, and enforce a Pretreatment Program and assume all obligations set forth in Title 40, CFR Part 403. SAWPA has a Multijurisdictional Pretreatment Agreement (MJPA) with the Member Agencies and the Contract Agencies to define the overall roles and responsibilities of all parties. The MJPA is being revised (2013) to include SAWPA issuing and executing dual signatory permits with the corresponding Member or Contract Agency to all dischargers.

In terms of 40 CFR 403, the RWQCB of the State of California’s Environmental Protection Agency is the Approval Authority, and OCSD is the Control Authority. Per Section 1.E of the 1991 MOU, SAWPA retains the power to exercise jurisdiction and control in accordance with OCSD’s ordinance related to the quality requirements to be met by all dischargers of wastewater tributary to OCSD’s treatment and disposal facilities. SAWPA is considered a Delegated Control Authority and with its Member Agencies and Contract Agencies through the MJPA and Ordinance No. 7, administer the Program by performing permitting, inspections, monitoring, enforcement, and reporting duties as stated in the 1991 MOU.

SAWPA does not have an NPDES Permit issued by the Approval Authority that specifies the requirements of the Pretreatment Program. Instead, SAWPA is a Delegated Control Authority of OCSD.

In addition to regulating the dischargers to the Brine Line, SAWPA regulates LWHs that transport wastewater to the Brine Line through the issuance of permits specific to LWHs.

4.2 1996 Wastewater Treatment and Disposal Agreement

The 1996 Wastewater Treatment and Disposal Agreement (1996 Agreement) between OCSD and SAWPA became effective July 24, 1996. The 1996 Agreement is included in Appendix 4-2. The 1996 Agreement includes definitions, recitals, and covenants applicable to the treatment



and disposal of wastewater by OCSD and SAWPA. The 1996 Agreement provides for the treatment and disposal of wastewater at OCSD's facilities and that the delivery of wastewater to OCSD's treatment and disposal facilities will occur through the Brine Line (previously known as the SARI).

The 1996 Agreement includes definitions and provisions for the quality of wastewater discharged from SAWPA's Brine Line service area to OCSD's facilities including compliance with OCSD's Ordinance and all discharge limitations in OCSD's Ordinance as measured at the Green River Metering Station (near the point of connection between SAWPA and OCSD's facilities).

4.3 Member Agency and Contract Agency Multijurisdictional Pretreatment Agreement¹ (MJPA)

The 1991 MOU between OCSD and SAWPA (Section 6.C) stipulates that each Member Agency and all other Contract Agencies that discharge to the Brine Line are to enter into an agreement with SAWPA that acknowledges their responsibility to develop, implement, and enforce an industrial pretreatment program and all obligations in 40 CFR 403.

In 2013, SAWPA executed a new MJPA with all Member Agencies and Contract Agencies to replace the existing Member Agency agreements with SAWPA. The primary changes are: (1) SAWPA will finalize and include dual signatures with the corresponding Member or Contract Agency on all permits (Direct, Indirect, LWH); (2) SAWPA will solely execute and issue permit to Member and Contract Agencies that are dischargers to the Brine Line; (3) SAWPA and Member/Contract Agencies undertake joint enforcement as outlined in the Program's Enforcement Response Plan (ERP) for any Major Violation or Violation Meeting and higher; (4) a single set of procedures will be used by all personnel working on the SAWPA Pretreatment Program; and (5) the SAWPA Ordinance, and Policy Document including ERP will be adopted. Member and Contract Agency roles and responsibilities are defined in the MJPA. The MJPA is included in Appendix 4-3. These policies are applicable to Contact Agencies including San Bernardino Municipal Water Department, Yucaipa Valley Water District and Jurupa Community Services District.

4.3.1 Multijurisdictional Pretreatment Agreement Review

Periodically the Multijurisdictional Pretreatment Agreements between SAWPA and the Member Agencies and Contact Agencies are reviewed and updated as stipulated in the executed Multijurisdictional Pretreatment Agreement. The revisions are typically drafted by SAWPA and concurrence received from the Member Agency and the Contract Agency. The draft Multijurisdictional Pretreatment Agreement is sent to OCSD for review of conformance with 40 CFR Part 403 (MOU Section 6.C). No provisions for Multijurisdictional Pretreatment Agreement conformance recommendations with 40 CFR Part 403 by OCSD is included in the MOU, but OCSD may present recommendations to SAWPA staff for consideration. The

¹ Member Agency and Contract Agency Multijurisdictional Pretreatment Agreements pending finalization (2013) and to be inserted when completed.



Multijurisdictional Pretreatment Agreement is presented to the SAWPA Commission for approval in a public meeting. In addition, the Member/Contract Agency presents the agreement to its elected officials for approval. After the elected officials' approval, signatures from SAWPA and the Member/Contract Agency are obtained and the agreement is implemented.

4.4 Other SAWPA Brine Line Related Legal Authorities

The 1996 Agreement does not create any right of SAWPA to capacity in the Brine Line or any obligation of OCSD to provide such capacity. Capacity rights for the Brine Line are set forth in the Waste Water Interceptor Capacity Agreement (1972).

SAWPA adopts, by resolution, a pricing structure for the Brine Line. This resolution is periodically updated. Resolution 2011-11 establishes the purchase price for treatment and disposal capacity rights. Resolution 2013-05 establishes the rates for discharge to the Brine Line. These Resolutions and any subsequent updates can be found on the SAWPA website.

Numerous SAWPA Commission Resolutions and Ordinances have been approved in the past to effectively manage the Brine Line and implement the Industrial Pretreatment Program.

Resolution No. 2011-13 Establish Local Permit Limits and Best Management Practices Requirements

Resolution No. 2011-11 Establish Purchase Price for Brine Line Treatment & Disposal Rights (Effective 7/19/11 rescinds Resolution 487)

Resolution No. 295 Establish Price for Purchasing Discharge Rights (7/8/97)

4.5 Orange County Sanitation District (OCSD) Roles and Responsibilities

OCSD's roles and responsibilities are as defined in the 1991 MOU and the 1996 Agreement. OCSD is the Control Authority for the Pretreatment Program. Responsibilities described in the 1991 MOU and 1996 Agreement include, but are not limited to the following:

- Promulgate and enforce an approved pretreatment program;
- Adopt an Ordinance setting quality requirements which must be met by all dischargers of wastewater tributary to the OCSD treatment and disposal facilities, including the wastewater from SAWPA's service area;
- Cooperative implementation of required powers and responsibilities for insuring the quality of wastewaters tributary from SAWPA's service area to OCSD's treatment and disposal facilities;
- Review of all proposed permits to be issued by SAWPA and provide written concurrence to SAWPA;
- Review of SAWPA's Ordinance and amendments, and interjurisdictional² agreements concerning discharge of waste to the Brine Line for conformance with 40 CFR Part 403;

² Interjurisdictional agreements are replaced with a Multijurisdictional Pretreatment Agreement.



- Review SAWPA, Member Agency, and other (Contract) Agency enforcement efforts to ascertain diligent enforcement of mandates and the 1991 MOU; and
- Review SAWPA, Member Agency, and other (Contract) Agency for adequacy of the Pretreatment Program in conformance with 40 CFR 403 and all OCSD requirements.

4.6 Overview of Agency Roles and Responsibilities

In 2013, SAWPA transitioned to a new Multijurisdictional Pretreatment Agreement (MJPA) that further defines roles and responsibilities for implementation of the Pretreatment Program between SAWPA, Member Agencies, and Contract Agencies. The executed MJPA is located in Appendix 4-3.³

Highlights of the Agencies' roles and responsibilities related to the Pretreatment Program and the Brine Line are defined in the MJPA and include:

- Comply with the 1991 MOU, 1996 Agreement, Multijurisdictional Pretreatment Agreement, 40 CFR 403, SAWPA's Ordinance, SAWPA Policy Manual, SAWPA Procedures Document, and SAWPA Enforcement Response Plan;
- Adopt SAWPA's Ordinance without changes except those otherwise non-substantive changes required formally conforming the ordinance to the adopting Agency;
- Agency shall adopt and follow all the permitting and relevant policies and procedures, including forms and document templates;
- Agency shall be responsible for obtaining a permit application, conducting pre-permit inspection, and preparing a draft Permit Fact Sheet and draft Permit;
- Agency shall prepare a complete draft Permit and Permit Fact Sheet for SAWPA's review no later than 45 days prior to the intended issuance date; and
- Agencies (Member and Contract) will conduct monitoring, inspection, evaluation of permit compliance, initiate and jointly conduct enforcement, reports, and permit renewals.

4.7 Ordinance (Legal Authority)

SAWPA adopted a wastewater ordinance (Ordinance No. 1, in May 1982) and has revised the Ordinance numerous times since then. The current ordinance is Ordinance No. 7, adopted October 15, 2013 (See Appendix 4-4). The Ordinance is updated to be consistent with regulations and OCSD's governing ordinance and agreement. The SAWPA Ordinance is reviewed at least every five (5) years. Any changes to SAWPA's Ordinance shall be reviewed by OCSD for conformance with 40 CFR Part 403 (1991 MOU, Section 6.D). Refer to 1991 MOU, Recital 6 regarding the OCSD review process. As noted above and in the MJPA between SAWPA and the Member Agencies/Contract Agencies, Agencies are required to review the SAWPA Ordinance revision and update their ordinances or incorporate changes soon after adoption.

³ Pending. To be included when MJPA is executed.



SAWPA will notify the Member/Contract Agencies prior to changes to its governing ordinance or local limits. This notification is primarily for input and coordination purposes.

4.8 Local Limits

SAWPA Resolution 2011-13 includes the Local Limits and Best Management Practices associated with Brine Line Operation (See Appendix 4-5). The technical basis for the Resolution is included with the Resolution adoption Commission files. The Local Limits are maintained to be consistent with OCSD's requirements and any special concerns for the Brine Line. These Local Limits are to be specified in Permits issued by SAWPA and the Member/Contract Agencies. The Member/Contract Agencies in turn adopt Brine Line Local Limits that are at least as stringent as the SAWPA Local Limits. The SAWPA Local Limits are reviewed every five (5) years and updated as required.

4.9 Enforcement Response Plan (ERP)

SAWPA first adopted an ERP in 2004. The ERP details the prescribed response to violations of SAWPA's Ordinance and Permits. The current ERP is included in Appendix 4-6.

4.9.1 ERP Implementation

SAWPA, Member Agencies, and Contract Agencies have identified roles and responsibilities for the development and implementation of the ERP that are described in the 1991 MOU, MJPA, SAWPA's Ordinance, and Member Agency/Contract Agency ordinances.

Implementation of the ERP is a critical component of the Pretreatment Program operation and for compliance with 40 CFR 403 and other federal and state requirements.

OCSD's enforcement process as it relates to SAWPA's implementation of the ERP is described in the 1991 MOU, Section 7 and includes the following:

- If SAWPA staff is unwilling or does not take appropriate enforcement action against a discharger acceptable to OCSD, OCSD with notification to SAWPA may cause enforcement actions.
- "Where a discharge to the OCSD sewerage system reasonably appears to present an imminent danger to the public health, safety, or welfare, or presents or may present interference with the operation of the OCSD sewerage system, OCSD may immediately initiate steps to identify the source of the discharge, and to halt and prevent said discharge" (except from 1991 MOU, Section 7.B).

Note that SAWPA's ERP describes the enforcement obligations, methods, and procedures to enforce SAWPA's Ordinance and 1991 MOU. It does not prescribe or outline enforcement options or requirements between OCSD and SAWPA. Those are outlined in the 1991 MOU.



5.0 PROGRAM OPERATIONS AND COMMUNICATIONS OVERVIEW

5.1 Program Operations and Management Structure

SAWPA is the lead and responsible party for Pretreatment Program management and operations. It has entered into a MJPA to coordinate and implement the Pretreatment Program with its Member Agencies and Contract Agencies. The principal roles and responsibilities of SAWPA, the Member Agencies, and the Contract Agencies are described in the executed MJPA and in the Procedures Guidance and any specific Standard Operating Procedures (SOPs) prepared by SAWPA. The organizational chart for the Pretreatment Program is presented in Figure 1-1 above.

SAWPA may modify the means and methods as outlined in the Procedures Guidance of the Pretreatment Program, and management and operations as needed to:

- Effectively implement the Pretreatment Program and comply with the 1991 MOU with OCSD;
- Effectively manage resources, communications, data and information management, record management, funding, and expenditures; and
- Resolve inconsistencies, change or implement new regulatory requirements.

SAWPA's SOPs shall be updated periodically or new SOPs developed and implemented in response to the above listed factors, as needed and deemed appropriate.

5.2 SAWPA Roles and Responsibilities

SAWPA's roles and responsibilities are as defined in the 1991 MOU and the 1996 Agreement. SAWPA is the Delegated Control Authority for the Pretreatment Program. SAWPA responsibilities described in the 1991 MOU and 1996 Agreement include:

- Adopt an Ordinance containing similar provisions to OCSD's Ordinance setting the same quality requirements in the SAWPA service area which are tributary to OCSD's treatment and disposal facilities;
- Prepare Wastewater Discharge Permits (Permits) jointly with Member/Contract Agencies; have dual signature permits for non-Agency dischargers;
- Prepare and issued Permits to Member/Contract Agencies for Agency-owned facilities that are Dischargers to the Brine Line
- Enforce wastewater discharge policies and procedures relative to all Permit terms and conditions; jointly with Member/Contract Agencies or individually enforce violations of Permit requirements;
- Develop, implement and enforce an industrial pretreatment program and assume all obligations in Title 40 CFR, Part 403 with each of its Member and Contract Agencies;



- Enter into interjurisdictional⁴ agreements with Member Agencies and Other (Contract) Agencies setting obligations to develop and implement a Pretreatment Program;
- Monitor wastewater flows and perform inspections;
- Prepare and submit appropriate Quarterly and Annual Reports to the EPA, Regional Water Quality Control Board, and OCSD; and
- Obtain concurrence from OCSD on SAWPA and Agency drafted Permits and Permit Fact Sheets.

5.2.1 Personnel

SAWPA shall provide staffing to manage, implement, and oversee the Pretreatment Program and comply with the 1991 MOU, 1996 Agreement, SAWPA Policies Manual, Procedures Guidance, ERP, SAWPA Ordinance, and the MJPA with Member and Contract Agencies. Member Agencies and Contract Agencies shall provide staffing to implement the Pretreatment Program as described in the MJPA, SAWPA's Policies Manual, Procedures Guidance, ERP, and SAWPA and Member/Contract Agency Ordinances.

As noted in Section 6.D of the 1991 MOU, SAWPA must "adequately administer its Pretreatment Program in conformance with the Federal Regulations (40 CFR 403) and all OCSD requirements". SAWPA acknowledges that qualified and adequate personnel levels are an essential component of the implementation and operation of the Pretreatment Program with its Member and Contract Agencies.

SAWPA, Member Agencies, and Contract Agencies will evaluate, plan and secure qualified personnel as specified in each Agencies' organizational chart and/or personnel plan (budget) and per established job descriptions and personnel recruitment procedures to support the implementation of the Pretreatment Program. Evaluation and review of personnel qualifications is the responsibility of each individual Agency in accordance with their established personnel procedures.

SAWPA may evaluate with each Member and Contract Agency changes in personnel and minimum qualifications based on the existing or modified Pretreatment Program Policies, Procedures Guidance, ERP, and SOPs. Revisions to Pretreatment Program staffing may result from changes in Pretreatment Program means and methods of management and operation as defined by SAWPA, Member Agencies, and Contract Agencies.

5.2.2 Communications

Effective communication between SAWPA and Member/Contract Agencies is managed through a variety of methods to accomplish the Pretreatment Program's goals and comply with 40 CFR 403, the 1991 MOU, MJPA and other agreements and requirements. Similarly, effective communication is important in the implementation of the 1991 MOU between SAWPA and OCSD.

⁴ As noted earlier, now replaced with a MJPA.



Communication between individuals conducting day-to-day operation, implementation and management of the Pretreatment Program takes place via phone call, email, and other written correspondence (e.g. technical memos). SAWPA and Member/Contract Agencies shall record formal decisions and actions as described in the Pretreatment Program Procedures Guidance and SOPs (as appropriate), including for example inspections, compliance actions, and enforcement.

SAWPA has established two formal working groups composed of staff from SAWPA and the Member/Contract Agencies to facilitate communication, the exchange of information, to discuss program issues, challenges, improvements and other actions, and make decisions to resolve or correct action items. The Pretreatment Management Team is scheduled meet quarterly or more frequently, if needed, to discuss management level items. Examples include policies, staffing, budget, compliance, audits, etc.

The Pretreatment Program Working Group is scheduled to meet monthly or more often if needed to facilitate coordination and communication including the identification of problem areas, action items, identification of modifications to procedures or documents, annual reporting coordination, the formation of task teams and other related activities, etc.

The Pretreatment Management Team and the Pretreatment Program Working Group may identify the need for a task team to complete specific action items. Either group will select members of the task team and define the task, schedule, and resources. Examples of task team activities include development or revision of SOPs, forms, evaluating or developing training, etc.

SAWPA's Management Team will meet with OCSD representatives from the Source Control Division on a quarterly basis, or more often if needed, to share information and define any areas of concern for resolution.

Pretreatment Program data and information management will be managed and tracked primarily through the data and information management system (see Section 5.2.3 below).

5.2.3 Data and Information Management

SAWPA is in the process of acquiring a web-based Pretreatment Program data and information management system to facilitate the tracking, sharing, archiving and management of data, communications, and information.

Details of the Pretreatment Program Data Management System will made available when finalized. The details of the installation, management and operation of the Data Management System including user SOPs will be part of the SAWPA's Procedures Guidance and/or SOPs.

5.2.4 Records Management

Records management is implemented by SAWPA in accordance with Resolution 2012-10 and any future amendment or revisions. Similarly, Member Agency and Contract Agency records related to the Pretreatment Program are managed according to each Agency's policies and procedures.



Records management will also in part be executed through SAWPA's Pretreatment Program Data Management System. Records management may be further expanded and included in the SAWPA Pretreatment Program Policies Document and SOPs, as needed.

5.2.5 Confidentiality

Information and data on a Permittee or proposed Permittee obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, monitoring programs, inspections, and sampling activities is routinely provided to SAWPA and the Member/Contract Agencies. This information and data shall be available to the public without restriction, unless the discharger specifically requests, and is able to demonstrate to the satisfaction of SAWPA or the Member/Contract Agency or OCSD, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable Federal and State law. Any such request must be asserted at the time of submission of the information or data and must be made in writing and signed by a responsible company official. Each page with the confidential information must be marked as such (whole reports are not typically confidential, only specific information). When requested and demonstrated by the discharger furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies (e.g., SAWPA, OCSD, EPA) for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction. Confidential information should be maintained separate from the general Pretreatment Program information in either a locked cabinet or a secure electronic location. It is good practice to annotate in the general Pretreatment Program information that confidential information exists.

5.3 Program Operations Audits

SAWPA shall conduct Member Agency and Contract Agency Pretreatment Program audits to evaluate and report the effectiveness of management and operations. Audits are intended to assist SAWPA and Member/Contract Agencies with improvements, implementation of new requirements or practices, and to demonstrate compliance with 40 CFR 403, the 1991 MOU, 1996 Agreement, and MJPA.

SAWPA Pretreatment Program audits are performed in accordance with the established Program Audit System (see Section 5.3.1).

5.3.1 Program Audit System

SAWPA's Pretreatment Program audits are established in the same manner as EPA and/or state audit systems for these types of environmental programs. SAWPA is committed to performing full audits of all Member and Contract Agencies a minimum of once every two years, and more often if required or established in audit findings (see Section 5.3.2). More frequent annual targeted audits are conducted by SAWPA for specific Pretreatment Program elements to verify



adherence to SAWPA Procedures or SOPs (e.g. sample preservation, inspection protocols). If required, more frequent audits may be conducted by SAWPA if any deficiencies, new activities, or requirements are implemented that need verification.

The Procedures Guidance describes the Program Audit System in detail, the method to document the findings and resolution process.

5.3.2 Audit Findings Resolution

SAWPA shall document the audit findings, as noted in the Program Audit System SOP, and provide the Member/Contract Agency with a report of the findings per the timeline in the SOP.

Member and Contract Agencies shall work in a collaborative and professional manner to resolve and improve the Pretreatment Program based on the understanding of the audit findings and a mutually agreed upon resolution. SAWPA will track any Pretreatment Program improvement and action items for timely resolution. For any longer duration corrective action (over 90 days), a Corrective Action Plan can be used to establish and track interim milestones to meet the overall corrective action schedule.

6.0 PRETREATMENT PROGRAM FINANCIAL RESOURCES

6.1 Financial Planning

SAWPA and each of the Member Agencies and Contract Agencies shall be responsible for undertaking the financial planning required to support the activities that are part of their role and responsibilities in the Pretreatment Program as outlined in this Policy Manual.

SAWPA and Member/Contract Agencies may collaborate and communicate to prepare and implement adequate financial resources through joint financial planning efforts, as needed.

SAWPA utilizes a rate model to evaluate costs and revenue requirements over a multi-year planning horizon. Costs include treatment and disposal, pipeline operation and maintenance, and the pretreatment program. Other expenses include the Capital Improvement Program and debt repayment. Revenues sufficient to pay costs and expenses are derived from rates consisting of fixed and variable charges. Fixed charges are based on the ownership of pipeline and treatment and disposal capacity; variable charges are based on the measured flow volume and weight of BOD and TSS discharged. The rate model is periodically updated.

6.2 Budget Management

SAWPA and each of the Member Agencies and Contract Agencies shall be responsible for preparing, approving and managing their individual Pretreatment Program budgets in accordance with the SAWPA Policy Manual, Procedures Guidance, and ERP

6.2.1 Funding and Cost Recovery System

SAWPA and each of the Member and Contract Agencies shall be responsible for securing the funds required to effectively implement the Pretreatment Program. Cost recovery systems and methods may be unique or different for each of the Agencies and SAWPA.

SAWPA collects charges from SAWPA's Member Agencies per Resolution No. 2011-11 and any future amendments. Resolution 2011-11 establishes the purchase price for treatment and disposal rights to the Brine Line.

6.2.2 Expenditure Tracking, Control and Reporting

SAWPA's Pretreatment Program management and staff are responsible for tracking and reporting, as needed, budget expenditures and controlling costs.

Member Agencies and Contract Agencies are responsible for managing and tracking their corresponding budget expenditures, controlling costs, and reporting the budget and expenditures to SAWPA, as needed.

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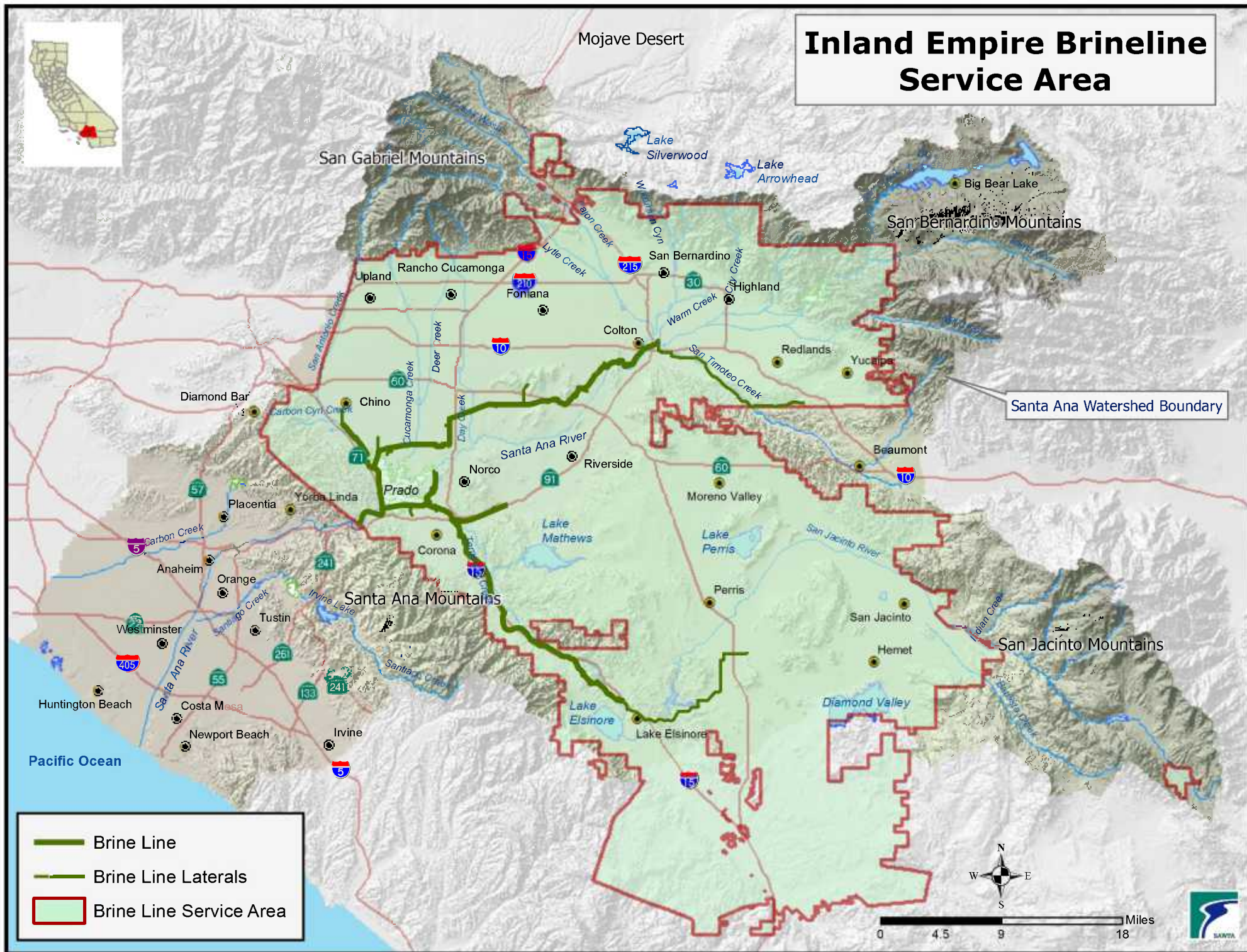
Appendix 3-1

Brine Line Service Area Map

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Inland Empire Brineline Service Area



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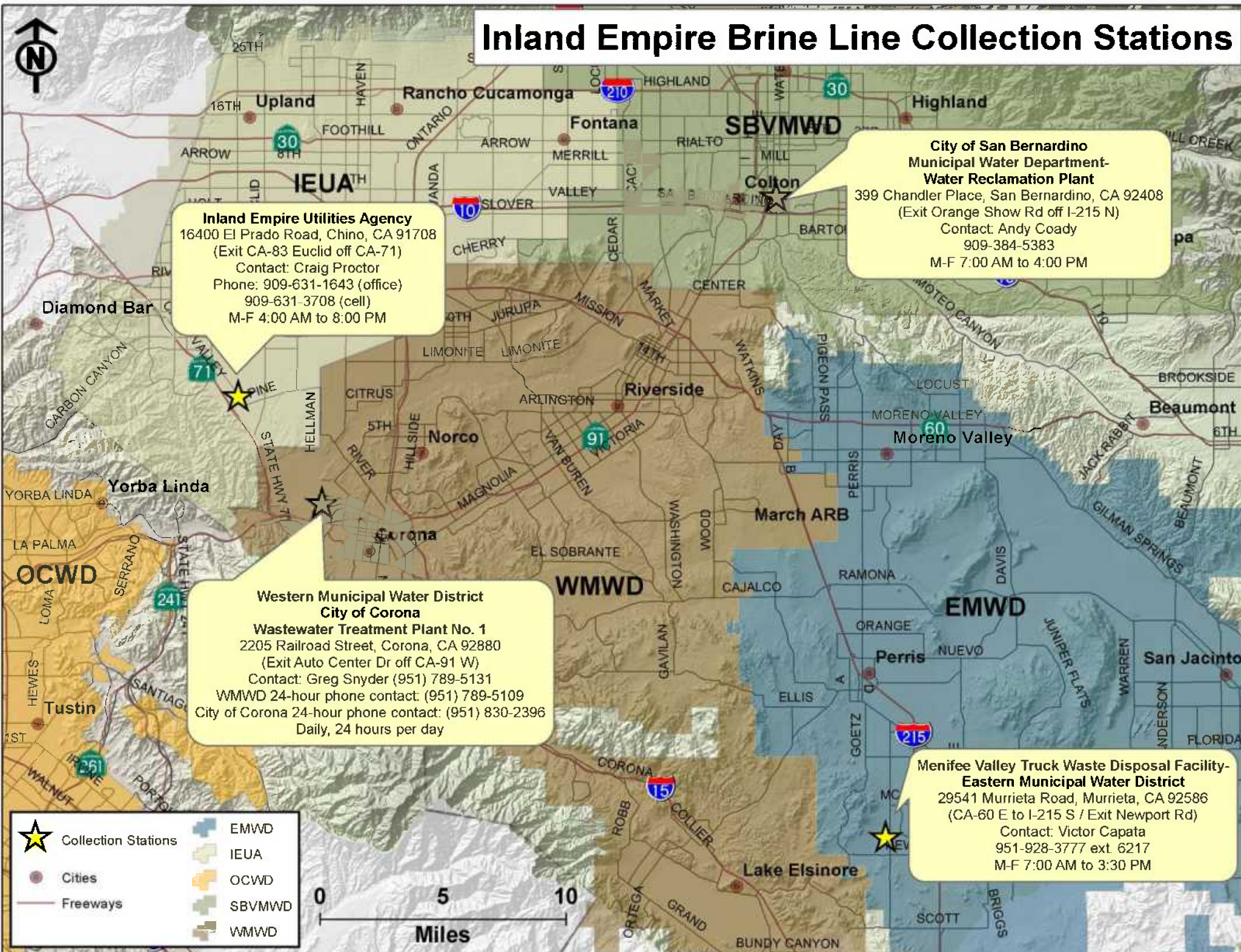


Appendix 3-2

Collection Station Map

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Inland Empire Brine Line Collection Stations



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Appendix 4-1

1991 Memorandum of Understanding

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA ANA WATERSHED PROJECT AUTHORITY
AND
COUNTY SANITATION DISTRICTS OF ORANGE COUNTY
GOVERNING
QUALITY CONTROL OF WASTEWATERS DISCHARGED TO THE
SANTA ANA REGIONAL INTERCEPTOR**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into, to be effective the 1st day of April, 1991, by and between:

SANTA ANA WATERSHED PROJECT AUTHORITY,
hereinafter referred to as "SAWPA";

AND

COUNTY SANITATION DISTRICT NO. 1 OF ORANGE
COUNTY, CALIFORNIA, for itself and as agent
for COUNTY SANITATION DISTRICT NOS. 2, 3, 5,
6, 7, 11, 13 and 14 of Orange County,
California, hereinafter referred to as
"CSDOC".

RECITALS

WHEREAS, CHINO BASIN MUNICIPAL WATER DISTRICT and CSDOC entered into an Agreement on 12th day of April, 1972, entitled "Waste Water Treatment and Disposal Agreement", a copy of which is attached hereto as Attachment No. 1 and incorporated herein by this reference, whereby CHINO BASIN MUNICIPAL WATER DISTRICT, also referred to as "Upper District", was granted the right by CSDOC to purchase up to 30 million gallons per day of treatment and disposal rights for purpose of ocean disposal of non-reclaimable wastewaters in the Santa Ana River Watershed upstream from CSDOC service area, hereinafter sometimes referred to as "Upper Basin"; and

WHEREAS, said Agreement between CHINO BASIN MUNICIPAL WATER DISTRICT and CSDOC was subsequently assigned to SAWPA on November 13, 1974, which assignment included all rights, title, and interest in and to said Agreement; and

WHEREAS, said Agreement does set forth certain quality criteria of the waste water discharged by Upper District and stipulated that a quality monitoring program for said waste water from Upper District, acceptable to all parties, shall be established and all costs thereof shall be borne by Upper District; and

WHEREAS, subsequent to execution of the 1972 Agreement, CSDOC, pursuant to applicable laws, regulations and permits, including statutes and regulations of the United States Environmental Protection Agency [EPA] and the State Water Resources Control Board [SWRCB], is required to promulgate and enforce industrial source controls through an approved pretreatment program; and

WHEREAS, CSDOC, the owner and operator of the wastewater treatment system and the holder of the NPDES permit, did on September 8, 1989, adopt a revised regulation in the form of an Ordinance entitled "Wastewater Discharge Regulations" which sets forth certain quality requirements which must be met by all dischargers of wastewater tributary to the treatment and disposal facilities of CSDOC, including the wastewaters originating in the Upper Basin, in order to protect the sewerage system, the marine environment, to meet the Districts' NPDES permit requirements of EPA, Regional Water Quality Control Board [RWQCB] and the SWRCB, and to comply with all other applicable provisions of law; and

WHEREAS, SAWPA did on June 12, 1990, adopt Ordinance No. 1 (Revised) entitled "An Ordinance Regulating the Availability and Use of the Santa Ana Regional Interceptor". This Ordinance No. 1 contains similar provisions as CSDOC's Ordinance setting forth the same quality requirements which must be met by all dischargers of wastewaters in the Upper Basin which are tributary to the treatment and disposal facilities of CSDOC. SAWPA's Ordinance No. 1 has been reviewed by CSDOC which has determined that it meets, when implemented, administered and enforced, the intent of administering the Quality Criteria provisions contained in Paragraph 5 of the aforementioned Agreement between SAWPA and CSDOC.

NOW, THEREFORE, SAWPA and CSDOC, in consideration of the mutual promises contained in this Memorandum of Understanding, do hereby agree as follows:

GENERAL

Section 1: Retention of Powers.

- A. CSDOC is regulated by several agencies of the United States Government and the State of California pursuant to the provisions of Federal and State Law. Federal and State Laws grant to CSDOC the authority to regulate and/or prohibit, by the adoption of ordinances or resolutions, and by issuance of discharge permits, the discharge of any waste, directly or indirectly, to CSDOC's sewerage facilities. Said authority includes the right to establish limits, conditions, and prohibitions; to establish flow rates or prohibit flows discharged to

CSDOC's sewerage facilities; to require the development of compliance schedules for the installation of equipment systems and materials by all users; and to take all actions necessary to enforce its authority, whether within or outside CSDOC's boundaries, including those users that are tributary to CSDOC or within areas for which CSDOC has contracted to provide sewerage services.

- B. Neither SAWPA nor CSDOC, by entering into this Memorandum of Understanding, relinquishes to the other, any of its independent statutory or other powers and responsibilities relative to the provisions of sewer service; promulgation, administration and enforcement of waste discharge requirements; or operation of its publicly-owned sewer facilities, nor by entering into this Memorandum of Understanding, does either party recognize any changes or modifications in the aforementioned "Waste Water Treatment and Disposal Agreement." However, by entering into this Memorandum of Understanding, the Parties do agree to the cooperative implementation of required powers and responsibilities for insuring the quality of wastewaters tributary from the Upper Basin to the treatment and disposal facilities of CSDOC.
- C. CSDOC and SAWPA further acknowledge and agree that changes in the laws and regulations to which CSDOC and SAWPA are bound, which have occurred subsequent to the Agreement, require changes in the continuing operational aspects of wastewater collection, treatment and disposal, most notably the implementation of a comprehensive industrial wastewater pretreatment program.
- D. Neither the 1972 Agreements nor this Memorandum of Understanding contemplates nor shall it be authorization for any discharge by any user, to the sewer system of SAWPA or CSDOC, of any waste which is subject to regulation or prohibition under the terms of the Resource Conservation and Recovery Act; Comprehensive Environmental Response, Compensation and Liability Act of 1980; Toxic Substances Control Act; California Hazardous Substances Act; or the California Hazardous Waste Control Law.

The parties acknowledge the existence of a separate agreement between them authorizing and regulating the discharge of wastewaters to CSDOC facilities from the Stringfellow Pretreatment Facility. Those discharges are governed by that agreement and are not subject to this agreement.

- E. Except as hereinafter provided, SAWPA shall continue to exercise jurisdiction and control, as outlined in the aforementioned "Waste Water Treatment and Disposal Agreement", over all discharges located within SAWPA's territorial boundaries in the Upper Basin that are tributary and discharge to CSDOC's facilities. In addition, SAWPA shall have:
- 1] The responsibility to issue Wastewater Discharge Permits ("Permits") and to enforce violations of Permit requirements;
 - 2] The responsibility to monitor wastewater flows and perform inspections at SAWPA's expense;
 - 3] The responsibility to collect any non-compliance fines, fees, user charges, taxes, capital recovery fees, and other lawful charges as levied by SAWPA.
 - 4] The responsibility to prepare and submit appropriate Quarterly and Annual Reports pertaining to the administration of Ordinance No. 1 and this Memorandum of Understanding to the Environmental Protection Agency, the Regional Water Control Board, and CSDOC.

PERMITTING PROCESS

Section 2: Permitting Procedures

- A. All direct and indirect dischargers seeking Santa Ana Regional Interceptor (SARI) service from SAWPA in the Upper Basin shall file with SAWPA a permit application as set forth in SAWPA Ordinance No. 1. After SAWPA has determined that the application is complete, SAWPA shall develop the permit requirements and forward the permit information and the permit to CSDOC for its review. The permit will not be issued to the proposed discharger by SAWPA until after CSDOC has reviewed the permit application, the proposed permit requirements, and given written concurrence to SAWPA. Said concurrence shall be delivered to SAWPA within ten (10) business days after receipt of the application by CSDOC. Such concurrence shall not be unreasonably withheld by CSDOC.

If additional data or information is required by CSDOC, or should CSDOC take exceptions to any of the proposed permit conditions, or wish to include any additional limitations or provisions, SAWPA shall be notified within said ten (10) day period. CSDOC will provide its concurrence or refusal within five (5) business days after receiving SAWPA's response to CSDOC's request. Special meetings between SAWPA and CSDOC, or SAWPA, CSDOC and the proposed discharger may be necessary during the permit review process. Such meetings can be requested by any party, but shall be arranged by SAWPA. Requests for additional data and/or information by CSDOC shall be made by SAWPA to the discharge applicant.

- B. SAWPA shall notify all existing holders of permits issued by SAWPA of the conditions of their Ordinance No. 1 and this Memorandum of Understanding, that they will be required to replace such existing permits with Permits issued in accordance with the provisions and procedures established in Ordinance No. 1 and this Memorandum of Understanding.
- C. Any dischargers that are discharging to the SARI system without a valid permit issued by SAWPA shall be required to obtain a Permit under SAWPA's Ordinance No. 1. The same procedures for the issuance of these Permits shall be as set forth above in Section 2A above. Within thirty (30) days of the effective date of this Memorandum of Understanding, SAWPA shall notify all such known dischargers of this requirement and demand compliance within thirty (30) days thereafter.
- D. SAWPA's and CSDOC's Ordinances provide each agency with the authority to modify and change Permit conditions and terms during the life of the Permit. Where Permit terms and conditions are proposed to be modified and/or changed, the Party proposing the change shall promptly notify the other Party. SAWPA may elect to impose discharge requirements more stringent than those of CSDOC.
- E. The same procedure as set forth in Section 2A above, shall apply to renewal, modification or changes in terms or conditions of permits. Copies of all permits, renewed permits and modified permits, signed by SAWPA, shall be forwarded to CSDOC within fifteen (15) days of issuance.

MONITORING, INSPECTION AND REPORTING PROCESS

Section 3: Monitoring

- A. SAWPA shall have the primary responsibility for scheduled and unscheduled monitoring of all direct and indirect dischargers tributary to the SARI system. The responsibility of SAWPA maintaining an adequate monitoring program does not preclude CSDOC from obtaining data through their own monitoring efforts. Should CSDOC require specific wastewater quality data, CSDOC shall first request the information from SAWPA.
- B. SAWPA may request a self-monitoring program by the discharger. Any such self-monitoring program shall be set forth in the Permit requirements as established by SAWPA and approved by CSDOC. SAWPA shall provide CSDOC with copies of such discharger's self-monitoring results.
- C. Each party shall provide the other with copies of reports for all monitoring, sampling or laboratory testing which it performs on dischargers in the Upper Basin, and agrees to exchange all information as obtained.
- D. Except in an emergency, any monitoring efforts to be performed by CSDOC on any discharger in the Upper Basin shall only be performed upon notification, as soon as possible, to SAWPA, but not less than twenty-four (24) hours in advance, in order to afford SAWPA an opportunity to have a representative present. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (FAX).

Section 4: Inspection

- A. Inspection of each discharger to the SARI system shall be the responsibility of SAWPA. SAWPA shall maintain and implement an inspection program and shall document the inspections with a written report. The inspections shall be in accordance with the "State of California Pretreatment Program Implementation Guidance" manual.
- B. SAWPA shall immediately notify CSDOC of any discharge which presents an imminent danger to the public health, safety or welfare, or which threatens to interfere with the operation of the CSDOC sewerage system. Similarly, CSDOC shall immediately notify SAWPA of any discharge entering the CSDOC sewerage system from SAWPA which is determined to present an imminent danger to the public

health, safety or welfare, or to the local environment, or which threatens to interfere with the operations of the CSDOC sewerage system.

- C. The number and timing of inspections will depend upon the volume of the discharge, the nature of the discharge, status of compliance, etc. CSDOC will, at its option, participate, with SAWPA, in any inspection. Such joint routine inspections should be done on a frequency to be determined by SAWPA depending on the necessity of the inspection to insure the quality of the discharge, but in no event shall the inspections of each discharger be done less than twice annually or less than the minimum number required by Federal regulation.
- D. Should CSDOC wish to initiate an inspection of any discharger in the Upper Basin, it may do so as CSDOC may deem necessary. Except in an emergency, CSDOC shall notify SAWPA of its intent, as soon as possible, but not less than twenty-four (24) hours in advance in order to afford SAWPA an opportunity to have a representative present during the inspection. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (FAX).

Section 5: Reporting

A good communication and information exchange between SAWPA and CSDOC is essential to promote and sustain a successful, effective and efficient working relationship. It shall be the practice that all data on all point sources relating to discharge, quality, and other information produced as a result of monitoring, inspection and enforcement conducted or received by SAWPA on the Upper Basin dischargers shall be communicated to CSDOC. Specifically, SAWPA will make available to CSDOC the following reports:

- A] Monthly activity report detailing the number and identification of new and existing permittees, inspections, enforcement actions, and monitoring data,
- B] Copies of Enforcement Correspondence,
- C] Monthly flow and quality data for the discharge to the CSDOC system at the monitoring station located near the Orange County boundary line.
- D] Quarterly Report and Annual Report of summary of items (A), (B), and (C), above.

CSDOC shall advise SAWPA of any changes in the CSDOC pretreatment requirements which will affect SAWPA.

ENFORCEMENT

Section 6: Primary Responsibility

- A. SAWPA through its Ordinance No. 1 shall have the primary responsibility for enforcing all SAWPA's waste discharge policies and procedures relative to all Permit terms and conditions.
- B. SAWPA shall inform CSDOC of all dischargers who are in non-compliance with any of the provisions of their discharge permit or the SAWPA Ordinance No. 1 and what action is to be taken by SAWPA to enforce the provisions of SAWPA's Ordinance No. 1.
- C. SAWPA acknowledges that it and each of its member agencies has the responsibility to develop, implement and enforce an industrial pretreatment program and assume all obligations set forth in Title 40, Code of Federal Regulations, Part 403 which includes notification to all affected industrial users of pertinent categorical standards and monitoring and reporting requirements contained in 40 CFR 403.12 or included as part of the categorical standard. SAWPA shall require all of its member agencies and all other agencies who discharge to the SARI system to enter into an interjurisdictional agreement with SAWPA, setting forth the respective obligations to develop and implement a pretreatment program. SAWPA agrees that in the event of amendment(s) to applicable Federal statutes or regulations, it will amend its Ordinance to comply with the new Federal requirements. CSDOC shall advise SAWPA of any changes in the CSDOC pretreatment requirements which will affect SAWPA.
- D. CSDOC shall review SAWPA's Ordinance and amendments thereto, and any interjurisdictional agreements concerning discharge of waste to SARI for conformance with 40 CFR Part 403. To ensure inclusion of all other legal provisions mandated by law and this Agreement, CSDOC shall periodically review the enforcement efforts of SAWPA, any member agency thereof, and any other agency having discharge rights to the SARI system pursuant to contract with SAWPA to ascertain whether pretreatment requirements are being diligently enforced.

To the extent SAWPA chooses to administer its own pretreatment program, CSDOC may periodically review SAWPA's pretreatment program activities to ensure that SAWPA, any member agency thereof, and any other agency having discharge rights to the SARI system pursuant to contract with SAWPA is adequately administering its pretreatment program in conformance with the Federal Pretreatment Regulations (40 CFR 403) and all CSDOC requirements.

If CSDOC determines that SAWPA, any of its member agencies, or any of its contract agencies has failed or has refused to fulfill any pretreatment requirements, CSDOC may develop and issue a remedial plan containing a description of the nature of the pretreatment deficiencies, an enumeration of steps to be taken by SAWPA, and a time schedule for attaining compliance with all pretreatment requirements. Where SAWPA fails to satisfy the terms of the remedial plan, CSDOC may, upon thirty (30) days written notice, suspend all or part of SAWPA's use of CSDOC facilities until such time as SAWPA satisfies the terms of the remedial plan. In addition to the actions above, CSDOC may seek injunctive relief against SAWPA, any member agency thereof, any agency having discharge rights to the SARI system pursuant to contract with SAWPA and/or any user contributing to the failure to comply with the remedial plan, and/or may pursue other self-help remedies.

Section 7: Enforcement Process by CSDOC

- A. If SAWPA staff is unwilling or does not take appropriate enforcement action against a discharger acceptable to CSDOC, CSDOC with notification to SAWPA may cause enforcement actions as follows:
- 1] CSDOC shall send written notice to SAWPA, signed by its General Manager or his designee, specifying that a violation has or is occurring with respect to a particular discharger in the Upper Basin. The notice shall contain sufficient information to substantiate the contention of CSDOC as to the nature of the violation and to the inappropriate enforcement action taken by SAWPA.
 - 2] If the General Manager of SAWPA agrees with CSDOC, then he shall forthwith undertake proceedings under Article 6 of SAWPA's Ordinance No. 1.

- 3] If the General Manager of SAWPA disagrees with CSDOC, he shall forthwith cause a hearing to be held not more than 10 days after notice is received from CSDOC. Said hearing shall be conducted by the SAWPA Commission to determine whether a violation has or is occurring and shall make findings and direct such remedial action as it deems appropriate.
 - 4] If CSDOC disagrees with the findings or the enforcement/remedial action of SAWPA's Commission, CSDOC may pursue such remedies as provided by law or regulations.
 - 5] Joint enforcement action against any discharger violating its permit conditions may be taken when agreed to by SAWPA and CSDOC.
- B. Where a discharge to the CSDOC sewerage system reasonably appears to present an imminent danger to the public health, safety, or welfare, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the CSDOC sewerage system, CSDOC may immediately initiate steps to identify the source of the discharge, and to halt and prevent said discharge. In the event this is unable to be effected successfully, CSDOC may suspend all or part of SAWPA's use of CSDOC facilities as provided in paragraph 6 of said "Waste Water Treatment and Disposal Agreement" until such time as the danger has been abated. In addition to the actions above, CSDOC may seek injunctive relief against SAWPA, any member agency thereof, any agency having discharge rights to the SARI system pursuant to contract with SAWPA and/or any user contributing to the emergency condition, and/or may pursue other self-help remedies.

Section 8: Indemnity

SAWPA shall indemnify CSDOC for all damages, fines, and costs incurred by CSDOC imposed by a regulatory agency or a court of competent jurisdiction as a result of waste discharge from SAWPA, its member agencies or contract agencies. Said amounts for indemnification shall include, but not be limited to fines, fees, penalties, charges, or costs resulting from injury to CSDOC personnel, damages to CSDOC facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.

CSDOC shall indemnify SAWPA for all damages, fines, and costs incurred by SAWPA imposed by a regulatory agency or a court of competent jurisdiction as a result of waste discharge from CSDOC, its member agencies or contract agencies. Said amounts for indemnification shall include, but not be limited to fines, fees, penalties, charges, or costs resulting from injury to SAWPA personnel, damages to SAWPA facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.

AMENDMENTS AND MODIFICATIONS

Section 9: Amendments and Modifications

The terms of this Memorandum of Understanding may be amended only by written agreement by both parties. This Memorandum of Understanding shall be reviewed, and revised, if necessary, at least every three years from the effective date.

This Memorandum of Understanding along with SAWPA's Ordinance No. 1 establishes procedures for the quality monitoring program as set forth in paragraph 5, "Quality Criteria" of the aforementioned April, 1972 Agreement.

NOTICE

Section 10: Notice

Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, shall be delivered in person, by electronic telecommunication or sent by registered mail or certified mail, return receipt requested, and shall be deemed received upon personal delivery or seventy-two (72) hours after deposit in the mail of the United States Postal Service in Orange or Riverside Counties, whichever is appropriate, postage prepaid and addressed as follows:

TO SAWPA: SANTA ANA WATERSHED PROJECT AUTHORITY
ATTENTION: GENERAL MANAGER
3600 TYLER STREET - SUITE 207
RIVERSIDE, CALIFORNIA 92503

TO CSDOC:

COUNTY SANITATION DISTRICTS OF ORANGE COUNTY
ATTENTION: GENERAL MANAGER
P.O. BOX 8127
FOUNTAIN VALLEY, CALIFORNIA 92728-8127

IN WITNESS WHEREOF, SAWPA and CSDOC have executed this Memorandum
of Understanding as of the day and year first above written.,

SANTA ANA WATERSHED PROJECT AUTHORITY

By Wayne H. Gossard
Chairman, SAWPA Commission

COUNTY SANITATION DISTRICT NO. 1 OF ORANGE
COUNTY, CALIFORNIA, for itself and on behalf
of County Sanitation District Nos. 2, 3, 5, 6,
7, 11, 13 and 14 of Orange County, California

By Charles E. Puckett
Chairman, Board of Directors
pro tem

By Clara J. Brown
Secretary, Board of Directors

APPROVED AS TO FORM:
THOMAS L. WOODRUFF,
DISTRICTS COUNSEL

By Thomas L. Woodruff

TFN:tw:R:3/7/91(1801N.SM)



Appendix 4-2

1996 Wastewater Treatment and Disposal Agreement

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WASTEWATER TREATMENT AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into, to be effective the 24th day of July 1996, by and between COUNTY SANITATION DISTRICTS NOS. 1, 2, 3, 5, 6, 7, 11, 13 and 14 OF ORANGE COUNTY, CALIFORNIA (collectively "Districts"), each of which is a county sanitation district organized and existing pursuant to California Health & Safety Code section 4700 et seq., and the SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA"), a joint powers agency organized and existing pursuant to California Government Code section 6500 et seq.

A. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings herein set forth:

(1) "Adjusted Capital Facilities Connection Charge" ("Adjusted CFCC"): Shall mean District No. 2's charge for connection of a dwelling unit to District's sewerage system, less the component amount in this charge for construction and rehabilitation of District's collection facilities. Currently, the Capital Facilities Connection Charge is \$2,350.00 and the Adjusted Capital Facilities Connection Charge is \$1,690.00.

(2) "Biochemical Oxygen Demand" ("BOD"): The measure of biodegradable organic material in Wastewater as represented by the quantity of oxygen utilized over a period of five days at 20 degrees centigrade and as determined by testing methods approved by the United States Environmental Protection Agency ("EPA"), as set forth in 40 CFR Part 136, or subsequent amendments thereto.

(3) "Chino Basin Municipal Water District" ("CBMWD"): CBMWD is a municipal water district organized and existing pursuant to California Water Code section 71000 et seq.

(4) "Class I User": Any user who discharges Wastewater that:

- (a) Is subject to Federal Categorical Pretreatment Standards;
- (b) averages 25,000 gallons per day or more of regulated process Wastewater;
- (c) is determined by the Districts' General Manager to have a reasonable potential for adversely affecting the Districts' operations or for violating any pretreatment standard, local limit, or discharge requirement; or
- (d) may cause, as determined by the Districts' General Manager, pass through or interference with the Districts' sewerage facilities.

(5) "Disposal Costs": An amount which includes all costs incurred, directly or indirectly, for treatment and disposal of Wastewater discharged from SAWPA's SARI Service Area to Districts' facilities. These costs shall be calculated in the same manner as Districts' charges for use for Class I Users less District No. 2's (1) operations and maintenance charge for flow; and (2) debt service for flow, BOD and Suspended Solids. The parties acknowledge that (1) the remaining BOD component of the Disposal Costs may ultimately be changed to a Chemical Oxygen Demand component; and (2) the Disposal Costs may be adjusted annually by the District No. 2 Board of Directors to reflect increases or decreases in the costs incurred by District No. 2.

(6) "Districts": Collectively, County Sanitation Districts Nos. 1, 2, 3, 5, 6, 7, 11, 13 and 14 of Orange County, California, which are parties to this Agreement and to the Joint Ownership Operation and Construction Agreement dated March 10, 1971, superseded by a revised Joint Agreement effective July 1, 1985 ("Joint Agreement"), and/or any amendments or supplements thereto, and any Sanitation Districts that are formed after the effective date of this Agreement and which become a party to the Joint Agreement, or if an agency reorganization should occur, the successor agency/agencies to these County Sanitation Districts. Any act, decision or forbearance by Districts shall be evidenced by action of a majority of the nine Sanitation Districts. The term includes plural and/or possessive where appropriate.

(7) "District No. 2": County Sanitation District No. 2 of Orange County, California, or if an agency reorganization should occur, the successor agency to District No. 2.

(8) "Districts' Ordinance": The Districts' ordinance entitled "Wastewater Discharge Regulations", effective February 7, 1992, including any subsequent amendments thereof or successor ordinances thereto.

(9) "Reclaimable Wastewater": Shall mean the liquid and solid waterborne wastes of such character as to permit satisfactory disposal, within the Santa Ana River Watershed.

(10) "MGD": Shall mean million gallons per 24 hour day.

(11) "Monthly Average Flow": The average rate of Wastewater flow which passes through a flow meter during any calendar month, expressed in MGD.

(12) "Person": Shall mean any individual, partnership, firm, association, corporation or public agency, including the State of California and the United States of America.

(13) "Santa Ana River Interceptor" ("SARI"): The interceptor sewer of District No. 2, as shown on Exhibit "B" attached to the Waste Water Interceptor Capacity Agreement.

(14) "Santa Ana Watershed Project Authority (SAWPA)": The agency which is responsible for developing and implementing long-range plans and projects for managing, preserving, and protecting the quality of water supplies in the Santa Ana River Watershed. The

member agencies of SAWPA are presently CBMWD, Eastern Municipal Water District, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.

(15) "SAWPA's SARI Service Area": The total area within the jurisdictional boundaries of SAWPA's member agencies, excluding any area within the County of Orange.

(16) "Suspended Solids": Any insoluble material contained as a component of Wastewater and capable of separation from the liquid portion of the waste by filtration as determined by EPA approved testing methods. Suspended solids are sometimes denoted herein by "SS".

(17) "Treatment and Disposal Right": A right of SAWPA to deliver (through the SARI to Districts' facilities) and an obligation of Districts to receive, treat and dispose of a stated flow of Wastewater, expressed in terms of Monthly Average Flow.

(18) "Treatment and Disposal Right Charge" (hereinafter "Treatment Right Charge"): Shall mean the charge applicable to the purchase of a 1 MGD increment of the Treatment and Disposal Right. The Treatment Right Charge applicable upon execution of this Agreement shall be as follows:

$$\begin{aligned} & (\text{Flow, gpd}^1)/399 \text{ gpd} \times \text{Adjusted CFCC} \times 42\% + \\ & (\text{BOD, lbs/day})/0.83 \text{ lbs/day} \times \text{Adjusted CFCC} \times 26\% + \\ & (\text{SS, lbs/day})/0.83 \text{ lbs/day} \times \text{Adjusted CFCC} \times 32\% \end{aligned}$$

Current application of the Treatment Right Charge provides the following acquisition charge for 1 MGD increment of the Treatment and Disposal Right:

Flow (1 mgd)	=	\$1,778,947.00
BOD (320 mg/L = 2,669 lbs/day)	=	\$1,412,961.00
SS (270 mg/L = 2,253 lbs/day)	=	<u>\$1,467,299.00</u>
TOTAL:		\$4,659,207.00

The Treatment Right Charge formula may be periodically adjusted by District No. 2 to reflect (1) changes in the District No. 2 Capital Facilities Connection Charge; (2) adjustments in the allocations for District No. 2 costs for collection facilities; and (3) adjustments in the treatment cost allocations for Flow, BOD and Suspended Solids discharged from SAWPA's SARI Service Area to Districts' facilities; and (4) the actual BOD and Suspended Solids concentrations discharged from SAWPA's SARI Service Area to Districts' facilities, to appropriately reflect the Districts' treatment costs for these discharges.

¹gpd - gallons per day

(19) "Wastewater": Shall mean all liquid-carried wastes and wastewater of the community, and shall include all wastewater from any producing, manufacturing, processing, agricultural, or other similar operations.

(20) "Waste Water Interceptor Capacity Agreement": An agreement between CBMWD and District No. 2, effective on April 12, 1972, and providing for the acquisition by CBMWD of a 30 MGD interceptor capacity right in the existing and expanded interceptor facilities of District No. 2.

B. RECITALS

1. Districts are authorized by statute to contract with any district or governmental agency for the handling, treatment and/or disposal of Wastewater originating within or without their boundaries, if, in the judgment of the Districts' Boards of Directors, it is for the best interest of Districts to do so.

2. SAWPA is authorized by law to acquire, construct and operate facilities for the collection, treatment and disposal of sewage and Wastewater, and is authorized to join with one or more public agencies, private corporations, or other persons for the purpose of carrying out any of its powers.

3. On April 12, 1972, Districts and CBMWD entered into the Waste Water Treatment and Disposal Agreement ("1972 Agreement") through which CBMWD acquired the right to acquire an ultimate Treatment and Disposal Right for 30 MGD of Wastewater flow to Districts' facilities.

4. On November 13, 1974, CBMWD assigned and transferred to SAWPA all of CBMWD's right, title and interest in the 1972 Agreement. To date, SAWPA has acquired a Treatment and Disposal Right of 8 MGD.

5. The parties acknowledge that this Agreement provides a right to have Wastewater flows, identified herein, treated and disposed of at Districts' facilities. As set forth in the definition of "Treatment and Disposal Right", the parties contemplate that delivery of Wastewater to Districts' treatment and disposal facilities will occur through the SARI. This Agreement does not, however, provide SAWPA with any capacity rights for discharge of Wastewater through the SARI. Except as set forth in Section 27 herein, capacity rights in the SARI are governed solely by the Waste Water Interceptor Capacity Agreement.

6. SAWPA, including the Orange County Water District, and Districts are concerned with the continuing development of a regional water quality management program for SAWPA's SARI Service Area, consistent with Federal and State policies. The operation of the SARI for the disposal of Wastewater is a significant component of this program.

7. The parties acknowledge that the discharge of Reclaimable Wastewater to the SARI has occurred over time. It is the intent of the parties hereto that SAWPA will, in good faith, make all reasonable efforts to minimize Reclaimable Wastewater discharges to the SARI.

8. It is in the best interests of Districts and SAWPA to enter into an agreement whereby Wastewater originating in SAWPA's SARI Service Area upstream from Districts may be disposed of through existing and expanded facilities of Districts.

C. COVENANTS

IN CONSIDERATION of the premises and of the covenants, rights and obligations herein, the parties hereto covenant and agree as follows:

1. Treatment and Disposal Right.

(a) Grant of Right. Districts hereby grant and convey to SAWPA a Treatment and Disposal Right, as hereinafter provided, effective at the times provided in subparagraphs (c) and (d) hereof.

(b) Nature of Treatment and Disposal Right. The right of SAWPA to deliver Wastewater under the Treatment and Disposal Right shall not be deemed a right to use any particular existing or expanded facility of Districts. Districts shall have sole discretion, as between Districts and SAWPA, with regard to the manner of treatment and disposal of such Wastewater.

(c) Quantity of Treatment and Disposal Right. An ultimate Treatment and Disposal Right of 30 MGD Monthly Average Flow may be acquired by SAWPA in increments as herein specified. It is acknowledged that SAWPA has previously acquired a Treatment and Disposal Right of 8 MGD Monthly Average Flow. Concurrently with the execution of this Agreement, SAWPA shall pay Districts, at the current Treatment Right Charge rate, for the acquisition of an additional Treatment and Disposal Right of 1 MGD. Upon payment of these funds to Districts, SAWPA shall have a total Treatment and Disposal Right of 9 MGD.

(1) The Districts' acknowledge that their connection charges are presently the subject of an internal review which may lead to an adjustment of these connection charges. If an adjustment of Districts' connection charges occurs which would have resulted in a reduced charge for the initial Treatment and Disposal Right to be acquired by SAWPA pursuant to Section 1(c), the Districts shall credit SAWPA for the difference in the actual and reduced charge and shall apply the difference against the then-current obligations of SAWPA to Districts under this Agreement.

(d) Effective Date and Term of Right. The effective date of the acquisition of the subsequent increment(s) of the Treatment and Disposal Right acquired herein by SAWPA shall be upon final payment of the sum herein specified therefor. The Treatment and Disposal Right, including the existing right and any increased increment thereof, shall continue in effect

until April 12, 2046. The Parties acknowledge that it is possible that, within the term of this Agreement, consolidation or other fundamental changes may occur in the structural organization of Districts and/or SAWPA. It is the intent of the Parties that the rights and obligations of this contract will be binding on such changed organizations. It is contemplated that, at the end of the term of this Agreement, on April 12, 2046, SAWPA will, based upon the Districts' then current governance structure, join the Districts as a co-equal participant in the Districts' Joint Ownership Operation and Construction Agreement or any agreement which shall supersede or replace it. Negotiations to this end shall be undertaken in good faith during the 45th year (2041) of this Agreement. In consideration of the capital costs paid by SAWPA, there shall be no additional initial capital cost to SAWPA for such joinder. In the event the Parties are not able to negotiate appropriate joinder of SAWPA with the Districts on or before the end of the term of this Agreement and SAWPA's perpetual right is not otherwise confirmed by contract extension, for reasons other than the decision of SAWPA to abandon such right, the Districts shall repay to SAWPA an amount equal to the then current value of SAWPA's owned Treatment and Disposal Right in Districts' treatment and disposal system as defined by the formula in Definition (18) "Treatment Right Charge" at page 3 of this Agreement.

2. Capital Payments. In order to grant SAWPA a Treatment and Disposal Right, Districts have invested capital in treatment and ocean disposal facilities. In lieu of making its own capital investment in these physical facilities, SAWPA shall make the following payments for the Treatment and Disposal Right:

(a) Capacity Increments. Additional Treatment and Disposal Rights may be acquired in increments of 1 MGD Monthly Average Flow. The purchase price therefor shall be payable as follows:

(1) For Each 1 MGD Monthly Average Flow Increment: SAWPA shall pay a sum equal to Districts' then existing Treatment Right Charge for each 1 MGD Monthly Average Flow increment of the Treatment and Disposal Right. SAWPA shall acquire additional increments of the Treatment and Disposal Right as follows:

(A) Whenever SAWPA's Monthly Average Flow discharged to Districts' facilities exceeds SAWPA's then existing Treatment and Disposal Right, SAWPA shall acquire sufficient additional increments of the Treatment and Disposal Right so that SAWPA's total Treatment and Disposal Right exceeds that Monthly Average Flow. (For example, assuming SAWPA's existing Treatment and Disposal Right is 8 MGD and the Monthly Average Flow from March 1 through March 31 is 10.001 MGD, SAWPA shall acquire three additional 1 MGD increments of the Treatment and Disposal Right).

(2) SAWPA may elect to pay for an additional increment(s) of the Treatment and Disposal Right over a 10 year period. If SAWPA so elects, the payments shall be made in 10 equal annual installments, which installments shall include a fixed rate of interest at the rate for ten-year United States Treasury Bills plus 1%. This fixed rate of interest shall be determined by reference to the interest rate established at the auction of ten-year United States Treasury Bills occurring most recently before SAWPA's exceedence of its Monthly Average

Flow. The first installment shall be paid within 45 days of the date of Districts' invoice to SAWPA. Each of the nine subsequent annual installments shall be paid no later than 45 days following the anniversary date of the exceedence.

(A) If SAWPA elects to proceed by installment acquisition, Districts shall recalculate the payment amount due for each annual installment using the average BOD and Suspended Solids loadings for the one year period immediately preceding the date each installment payment is due. The interest rate on each installment shall remain at the rate originally fixed pursuant to Section 2(a)(2). No credit shall be provided to SAWPA on an installment acquisition for any adjustment of Districts' connection charges except as specified in Section 1(c)(1).

(B) Upon SAWPA's written notice received by Districts at least 15 days in advance of the anniversary date of the initial exceedence, SAWPA may discontinue the acquisition of the increment(s) of the Treatment and Disposal Right as of that anniversary date. An acquisition may not be discontinued at any time other than on an anniversary date. Upon discontinuance in accordance with this Section, SAWPA shall have no further obligation to pay Districts for additional installments for the affected increment(s) of the Treatment and Disposal Right and no further right to discharge in accordance therewith.

(C) If, following discontinuance of the acquisition of an increment(s) of the Treatment and Disposal Right, SAWPA acquires an additional increment(s) of the Treatment and Disposal Right pursuant to Sections 2(a)(1) or 2(a)(2), SAWPA shall receive a credit toward the acquisition cost of the additional increment(s). The credit shall be equal to 75% of the amount, excluding interest, previously paid by SAWPA pursuant to Section 2(a)(2) toward the earlier acquisition of the discontinued increment(s) of the Treatment and Disposal Right. If the subsequent acquisition is an installment acquisition made pursuant to Section 2(a)(2), the credit shall be applied to the first installment(s) to be paid by SAWPA for the subsequent acquisition. The cost of the subsequent acquisition shall be at the Treatment Right Charge rate applicable at the time of the initial payment for the subsequent acquisition, plus interest as set forth in Section 2(a)(2).

(3) Districts shall provide to SAWPA an invoice stating the amount due from SAWPA for the required capacity increment(s) and for any other amounts due pursuant to this Agreement. Failure to provide a timely invoice does not negate SAWPA's obligation to pay any amounts owed to the Districts.

3. Emergency Discharge. Notwithstanding the provisions of Section 2(a)(1)(A), if due to an operational emergency SAWPA seeks to discharge in excess of its then-existing Treatment and Disposal Right, SAWPA may do so for a period not to exceed ninety (90) days, without incurring the obligation to acquire an additional increment(s) of the Treatment and Disposal Right, provided that SAWPA fully complies with the provisions of this Section and all other provisions of this Agreement.

(a) Prior to or by the next business day following the commencement of the emergency discharge, SAWPA shall provide written notice to Districts identifying the (1) nature of the emergency requiring the excess discharge; (2) the anticipated duration of excess discharge; and (3) the name of the SAWPA employee whom the Districts may contact for further information.

(b) The Districts may impose on SAWPA such conditions on the excess discharge as reasonably appropriate to protect the Districts' collection and treatment facilities.

(c) In addition to the payment of Disposal Costs for the entire daily flow, SAWPA shall pay a surcharge on the flow exceeding SAWPA's then-existing Treatment and Disposal Right. The surcharge shall be calculated applying the same rate which the Districts are then applying to Districts' Class I Users for capacity purchases.

(d) If, upon expiration of the ninety (90) day period, SAWPA's Monthly Average Flow continues to exceed SAWPA's then-existing Treatment and Disposal Right, SAWPA shall immediately acquire additional increments of the Treatment and Disposal Right sufficient to exceed SAWPA's Monthly Average Flow.

(e) As used in this Section 3, "operational emergency" shall mean an equipment breakdown or other malfunction which necessitates SAWPA's discharge in excess of its then-existing Treatment and Disposal Right.

4. Payment of Disposal Costs. SAWPA shall pay Disposal Costs quarterly for the measured and sampled flow of Wastewater discharged from SAWPA's SARI Service Area to Districts' facilities. For purposes of such payment, the Districts will determine quarterly an estimate of projected Wastewater discharges to Districts in the succeeding calendar quarter, and shall invoice the Disposal Costs accordingly. Annual adjustments, based on actual flow, BOD and Suspended Solids shall be made by appropriate payment or refund after the close of each of Districts' fiscal years. Disposal Costs shall be calculated at the same rate for all Treatment and Disposal Rights, regardless of the acquisition date.

5. Quality Criteria. The quality of Wastewater discharged from SAWPA's SARI Service Area into the Districts' facilities shall comply with all prohibitions and limits on discharges and all other requirements set forth in the Districts' Ordinance, and any amendments thereof or successor ordinances thereto. Except as hereinafter set forth in this Section 5(a), compliance by SAWPA with all discharge limits contained in Districts' Ordinance shall be measured at the Green River Metering Station near the point of connection between SAWPA and Districts' facilities. Nothing herein shall alter the requirement that all users who discharge, directly or indirectly, to the SARI shall comply with all discharge limits at their original point of discharge to the sewerage system or that SAWPA, to ensure such compliance, is obligated to act in accordance with the 1991 Memorandum of Understanding between Districts and SAWPA, and any amendments thereof or successor Memorandum of Understanding thereto.

(a) The Parties hereto acknowledge that the Districts are not presently requiring SAWPA to meet any discharge limits measured in pounds per day, including but not limited to the BOD discharge limit which is set forth in Districts' Ordinance. Districts reserve the right to impose reasonable discharge limits measured in pounds per day on SAWPA, measured at the location(s) acceptable to both Parties.

(b) SAWPA shall, upon Districts' request, furnish and periodically update a list of all persons discharging Wastewater into SAWPA's system, together with a statement of the approximate volume and quality of such discharges. It is not intended that this Agreement will furnish SAWPA a competitive advantage in the location of industrial plants within SAWPA's SARI Service Area or at a location tributary to the SARI. Accordingly, SAWPA shall not without prior written consent of Districts, make capacity in its system available to any person who was declined Wastewater service from Districts by reason of that person's inability to meet the Districts' Ordinance requirements, prohibitions or discharge limits.

(c) A quality monitoring program for Wastewater discharged from SAWPA's SARI Service Area to Districts, which program is acceptable to all parties shall be established and maintained and all costs thereof shall be borne by SAWPA.

(d) Should the EPA, California Environmental Protection Agency, Regional Water Quality Control Board or any other regulatory agency with authority over Districts lawfully direct that the Districts further regulate SAWPA's discharge and/or activities, SAWPA shall comply with such additional discharge limits and/or directives.

(e) SAWPA shall not discharge or allow the discharge of any sludge to the SARI.

(f) The Districts may authorize the discharge to the SARI of certain side stream flows from water treatment facilities located in SAWPA's SARI Service Area. No discharge of side stream flows shall commence unless SAWPA has first obtained written authorization, which shall not be unreasonably withheld, from Districts for the discharge, which authorization may contain conditions and requirements acceptable to both Parties.

6. Quality Violations. SAWPA shall comply with all requirements, prohibitions and discharge limits set forth in Districts' Ordinance. In the event the Wastewater delivered by SAWPA into the Districts' facilities fails to comply with the requirements, prohibitions or discharge limits of Districts' Ordinance, Districts reserve the right, upon twenty-four (24) hours' notice, to suspend all or part of SAWPA's use of the Districts' facilities and to suspend the exercise by SAWPA of all or part of its Treatment and Disposal Right until such time as the Wastewater complies with Districts' Ordinance.

(a) In the event that SAWPA fails to comply with any requirements set forth in Districts' Ordinance, including but not limited to all discharge prohibitions or limits, SAWPA shall be subject to enforcement actions pursuant to all applicable federal, state and local laws, including but not limited to California Government Code section 54739 et seq. and Districts' Ordinance, Article 6, Section 615, and any subsequent or successor section thereto. In addition, SAWPA shall pay to Districts all reasonable costs of any damage to Districts' facilities caused by the discharge of Wastewater from SAWPA's SARI Service Area to Districts' facilities. These costs shall include but not be limited to any costs of repair, investigation and Districts' administrative overhead.

7. Reclaimable Wastewater. SAWPA shall, in good faith, make reasonable efforts to minimize direct or indirect Reclaimable Wastewater discharges to the SARI, which discharges originate in SAWPA's SARI Service Area.

8. Metering. SAWPA shall pay all costs, including but not limited to, equipment costs, employee time and administrative overhead associated with maintaining, calibrating, reading, testing, repairing, adjusting and, if it becomes necessary, replacing the recording and totalizing flow meter at the Green River Metering Station. SAWPA shall also reimburse the Districts for all costs associated with the installation, maintenance and repair of electronic/telemetry equipment which allows the Districts to monitor flow through the Green River Metering Station from other District facilities. Should the meter malfunction, flows shall be estimated using the average flows of the three previous months until such time as the meter is repaired. All repairs to the flow meter shall be accomplished by SAWPA within a reasonable time.

9. Assignment. This Agreement shall not be transferred or assigned by SAWPA without the prior written consent of Districts, which consent shall not be unreasonably withheld; provided, however, that nothing herein contained shall prevent SAWPA from designating for, or allocating to, public agencies or other users within SAWPA's SARI Service Area upstream from Districts, a portion of the Treatment and Disposal Right provided for herein, so long as such action does not affect SAWPA's liabilities and obligations to Districts. SAWPA shall be the public entity having primary responsibility for regional reallocation, in the area upstream from Districts, of this Treatment and Disposal Right.

10. Fees/Charges. To the extent that Districts establish any fee for capital assessments or any other fees adopted pursuant to California Health and Safety Code section 5470 et seq., or other legislative authorization, which fees are not duplicative of the fees herein and which are applicable to dischargers within Districts' service area, SAWPA shall be obligated to pay such fees in the same manner as the dischargers within Districts' service area. For purposes of this section, the term "fees" shall be synonymous with "charges".

11. Protection of Districts Facilities. SAWPA acknowledges that Districts' policy provides for the Wastewater flow from SAWPA's SARI Service Area to be sent to Districts' Plant No. 2 treatment works in Huntington Beach due to the high levels of Total Dissolved Solids in the Wastewater and the discharge from the Stringfellow Treatment Facility.

Furthermore, SAWPA acknowledges that when water reclamation occurs at Districts' Plant No. 1, Districts cannot accept the wastewater discharge from the Stringfellow Treatment Facility at Plant No. 1. If Districts determine to repair or replace Districts' facilities or need to divert, on a temporary basis, the flow received from SAWPA's SARI Service Area to Districts' Plant No. 1, Districts shall provide written notice to SAWPA of this determination to divert to Plant No. 1 as soon as reasonably practicable. In accordance with this notice, SAWPA shall, at its sole expense, prevent the discharge of Wastewater to the SARI from the Stringfellow Treatment Facility, or such other source of Wastewater within SAWPA's SARI Service Area that Districts determine may adversely affect the operation of Districts' facilities during the diversion by Districts of SAWPA flow to Districts' Plant No. 1. Nothing in this Section 11 is intended to preclude the discharge from SAWPA's SARI Service Area of discharges consisting solely of other wastewater brines. While the parties are presently unable to predict events which may lead to diversions of the Wastewater flow from SAWPA's SARI Service Area to Districts' Plant No. 1, it is the parties' estimate that such diversions will not average more than ten (10) business days annually. During such diversions, the Districts will provide a temporary discharge location within the County of Orange for the discharge by SAWPA of the wastewater discharge from the Stringfellow Treatment Facility to Districts' facilities.

12. Acts of God. Neither party hereto shall be liable for failure to comply with any term or condition of this Agreement by reason of flood, fire, earthquake or act of God; provided, that due diligence is exercised to repair or replace facilities damaged and to perform hereunder following such occurrence. Districts and SAWPA shall each pay their proportional share of the net cost of such replacement, based upon the capacity held and used by each at such time.

13. Arbitration. In the event of a dispute as to the construction, interpretation or implementation of this Agreement or any rights or obligations hereunder, the issues in dispute shall be submitted to arbitration. (California Code of Civil Procedure, Part 3, Title 9, §1280 et seq.) For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator and those two arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure, §1283.05. The arbitrator, or three arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to judicial review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

14. Attorney Fees. Each party will pay its own costs and attorney fees associated with any litigation or other proceeding concerning the provisions of this Agreement.

15. 1972 Agreement. The 8 MGD Treatment and Disposal Right previously acquired by SAWPA pursuant to the 1972 Agreement shall, upon the effective date of this Agreement, be deemed to have been acquired by SAWPA pursuant to the terms of this Agreement. This present Agreement supersedes all terms and conditions of the 1972 Agreement between

CBMWD and Districts, the rights and obligations of which Agreement were assigned by CBMWD to SAWPA in 1974. The 1972 Agreement shall have no further effect as of the effective date of this Agreement.

16. Integration. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior or contemporaneous oral or written understandings shall be of any force or effect with respect to those matters covered by this Agreement, except that nothing herein shall affect the terms of the April 1, 1991 Memorandum of Understanding between Districts and SAWPA.

17. Modifications. This Agreement shall not be changed, modified or supplemented except in a writing signed by the parties hereto.

18. No Waiver. No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.

19. Headings. Headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

20. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such determination.

21. Notices. All notices and other communications given hereunder shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, and postage prepaid, addressed as follows:

If to SAWPA: Santa Ana Watershed Project Authority
Attention: General Manager
11615 Sterling Avenue
Riverside, California 92503

If to Districts: County Sanitation Districts of Orange County
Attention: General Manager
P. O. Box 8127
10844 Ellis Avenue
Fountain Valley, California 92728-8127

22. Interpretation of Governing Law. This Agreement shall be construed as if prepared by all parties hereto. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

23. Counterparts and Execution. This Agreement may be executed in multiple counterparts, and each of which shall be deemed an original Agreement, and all of which constitute one Agreement.

24. Limitation on Discharge. Except to the extent connections presently exist, SAWPA shall not allow, directly or indirectly, the discharge to the SARI of any Wastewater originating outside SAWPA's SARI Service Area, unless SAWPA first obtains Districts' written approval of such discharge.

25. Termination. The terms of this Agreement shall expire on April 12, 2046.

26. Third Party Beneficiaries. No benefit to any third party is intended by this Agreement.

27. SARI Capacity Rights. Nothing in this Agreement shall be deemed to create any right of SAWPA to capacity in the SARI, nor any obligation of Districts to provide such capacity. Capacity rights for the SARI are set forth in the Waste Water Interceptor Capacity Agreement, except that the second sentence in Section 8 (pages 6-7) of that Agreement shall be amended to read as follows: "The flow level from SAWPA's SARI Service Area shall not exceed SAWPA's then-current Treatment and Disposal Right acquired pursuant to the 1996 Wastewater Treatment and Disposal Agreement between SAWPA and the Districts and, in no event, shall exceed the capacity right acquired pursuant to this Waste Water Interceptor Capacity Agreement."

28. Stormwater Discharges. The parties hereto acknowledge that the discharge of stormwater to the SARI is not authorized. SAWPA shall take all reasonable steps necessary to ensure that neither public agencies nor private persons or entities discharge stormwater directly or indirectly to the SARI.

29. Interest. In the event that SAWPA fails to make payment within forty-five (45) days from the date of any of Districts' invoices, SAWPA shall, pursuant to California Health and Safety Code section 5473.10, pay interest at the rate of one and one half percent (1½%) per month on charges and fees owed to Districts or District No. 2.

30. Changes in Fees/Charges. The parties acknowledge that Districts may adopt fundamental changes in the formulas used for assessing fees and charges to Districts' users. If such fundamental changes are adopted, the parties agree to negotiate in good faith to establish new equitable fees and charges applicable to the discharge from SAWPA's SARI Service Area to Districts' facilities.

31. Meet and Confer. The parties shall meet and confer within one (1) year following the effective date of this Agreement to determine whether the provisions of this Agreement are functioning as anticipated and to attempt, in good faith, to resolve any issues arising during the implementation of this Agreement. The parties may meet at any other time during the term of this Agreement toward the same end.

32. Notice Re Continuing Guaranty. On or before July 1 of each year during the term of this Agreement, SAWPA shall provide written notice to the Districts allocating among SAWPA's members the respective percentages of SAWPA's total liability to Districts for which each SAWPA member agency is guaranteeing payment pursuant to the attached Continuing Guaranty of Wastewater Treatment and Disposal Agreement. Each percentage allocated shall be deemed that member agency's pro rata share of SAWPA's financial obligations to the Districts during the immediately succeeding year (July 1 - June 30). In no event shall the combined percentages allocated in the written notice be less than 100% of SAWPA's total liability to the Districts. SAWPA's timely delivery to the Districts of notice in compliance with this Section is a material term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: Wayne H. Holcomb
Chairman, SAWPA Commission

COUNTY SANITATION District NO. 1 OF ORANGE COUNTY, CALIFORNIA, for itself and on behalf of County Sanitation Districts Nos. 2, 3, 5, 6, 7, 11, 13 and 14 of Orange County, California

By: Patricia McGowan
Chairman, Board of Directors

By: Denny Lyll
Secretary, Board of Directors

**APPROVED AS TO FORM:
THOMAS L. WOODRUFF,
Districts' Counsel**

By: Thomas L. Woodruff



Appendix 4-3

Multijurisdictional Pretreatment Agreement

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**INLAND EMPIRE BRINE LINE
MULTIJURISDICTIONAL PRETREATMENT AGREEMENT**

This Multijurisdictional Pretreatment Agreement (Agreement) is entered into as of October 15, 2013, between Santa Ana Watershed Project Authority (SAWPA) and the agencies (Agencies) using the Inland Empire Brine Line (Brine Line).

I. RECITALS

WHEREAS, Chino Basin Municipal Water District (CBMWD) and County Sanitation Districts of Orange County entered into a Wastewater Interceptor Capacity Agreement on April 12, 1972 (1972 Agreement) by which a 30 MGD interceptor capacity right was acquired by CBMWD. This capacity right was subsequently transferred from CBMWD to SAWPA on November 13, 1974; and

WHEREAS, SAWPA and County Sanitation Districts of Orange County entered into a Memorandum of Understanding on April 1, 1991 (1991 MOU) entitled "Governing Quality Control of Wastewaters Discharged to the Santa Ana Regional Interceptor"; and

WHEREAS, SAWPA and County Sanitation Districts of Orange County entered into an agreement on July 24, 1996, entitled "Wastewater Treatment and Disposal Agreement" (1996 Agreement) defining the terms and conditions for purchase and use of the County Sanitation Districts of Orange County's treatment and disposal facilities; and

WHEREAS, Orange County Sanitation District (OCSD) is the successor-in-interest to the County Sanitation District No. 2 of Orange County, California; and

WHEREAS, SAWPA owns and operates the Inland Empire Brine Line (Brine Line), formerly known as the Santa Ana Regional Interceptor and as the Santa Ana River Interceptor by OCSD, which discharges to OCSD treatment and disposal facilities; and

WHEREAS, OCSD owns and operates wastewater treatment and disposal facilities and is designated by the state of California as a Control Authority per Title 40, Code of Federal Regulations, Part 403 (40 CFR, Part 403) to implement requirements of the National Pretreatment Program (Pretreatment Program); and

WHEREAS, SAWPA did on October 15, 2013, adopt Ordinance No. 7 (superseding Ordinance No. 6) entitled "An Ordinance Establishing Regulations for the Use of the Inland Empire Brine Line" in accordance with federal regulations, contracts and OCSD's Ordinance; and

WHEREAS, permitted facilities located within SAWPA's SARI or Brine Line service area (Dischargers) are contributing wastewater, which includes brine, industrial, and domestic wastewater, to OCSD's wastewater disposal and treatment facilities under the terms of the 1991 MOU and 1996 Agreement; and

WHEREAS, under the terms of the 1991 MOU, OCSD has authorized SAWPA as the Delegated Control Authority to administer and conduct a Pretreatment Program in accordance with the requirements as set forth in 40 CFR, Part 403 and SAWPA's Ordinance No. 7 and any subsequent or successor ordinance thereto (SAWPA's Ordinance); and

WHEREAS, Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Jurupa Community Services District (JCSD), San Bernardino Valley Municipal Water District (Valley), San Bernardino Municipal Water Department (SBMWD), Western Municipal Water District (WMWD), and Yucaipa Valley Water District (YVWD) (collectively Agencies) are currently or will upon execution of this Multijurisdictional Pretreatment Agreement (Agreement) be conducting portions of SAWPA's Pretreatment Program; and

WHEREAS, under the terms of the 1991 MOU and 1996 Agreement, SAWPA and each of the Agencies are required to enter into an interjurisdictional agreement setting forth the respective obligations to develop, implement and enforce a pretreatment program; and

WHEREAS, SAWPA and the Agencies intend to implement a unified and standardized Pretreatment Program with identified roles and responsibilities, as required by the 1991 MOU and 1996 Agreement. The Pretreatment Program will ensure full compliance and efficient implementation with SAWPA's management and oversight that is based on a set of uniform and consistent policies and procedures. This Agreement will define the roles and responsibilities of the Agencies in implementing the Pretreatment Program; and

WHEREAS, neither SAWPA nor Agency, by entering into this Agreement relinquishes to the other, any of its independent statutory or other power and responsibilities relative to the provisions of sewer service; promulgation,

administration and enforcement of waste discharge requirements; or operation of its publicly-owned sewer facilities. However, by entering into this Agreement SAWPA and Agencies do agree to the cooperative implementation of required powers and responsibilities for ensuring the implementation of the Pretreatment Program; and

WHEREAS, this Agreement supersedes all previous pretreatment agreements with SAWPA in their entirety.

II. DEFINITIONS

As used in this Agreement, the following terms shall have these meanings:

- A. Agency or Agencies shall mean the agencies with discharge rights to the Brine Line: EMWD, IEUA, JCSD, Valley, SBMWD, WMWD, and YVWD. Each Agency has a geographically defined service area. For purposes of the responsibilities described in this Agreement, each Agency's service area excludes the service area of another Agency that it geographically comprises.
- B. Agency-Owned Facilities shall mean facilities owned entirely or partially by any Agency including sewer system pipelines, treatment plants, and collection stations.
- C. Enforcement Response Plan (ERP) shall mean a document that contains step-by-step enforcement procedures developed and approved by SAWPA and followed by SAWPA and Agency personnel to identify, document, and respond to violations by a Discharger, an Industrial User (IU), Significant Industrial User (SIU) or Liquid Waste Hauler (LWH).
- D. SAWPA's Pretreatment Program Policies, Enforcement Response Plan and Procedures Document shall mean documents developed and approved by SAWPA defining the Pretreatment Program requirements and policies applicable to SAWPA and the Agencies to implement the 1991 MOU, 1996 Agreement and SAWPA Ordinance.
- E. SOP shall mean standard operating procedures. SOPs are part of SAWPA's Procedures Document and provide Pretreatment Program implementation guidance.
- F. Discharger shall mean a facility which is directly connected to the Brine Line or indirectly connected to the Brine Line disposing wastewater to the Brine Line or a

Liquid Waste Hauler disposing of wastewater to the Brine Line at an Agency Collection Station.

- G. Permit shall mean a Wastewater Discharge Permit signed and issued by SAWPA.
- H. Permittee shall mean a Discharger that has been issued a Permit signed by SAWPA.

III. AGREEMENT

NOW, THEREFORE, Agencies and SAWPA, in consideration of the mutual promises or performance contained in this Agreement, do hereby agree as follows:

SECTION 1. GENERAL

- A. SAWPA, as the Delegated Control Authority, is responsible for the management, oversight and administration of the Pretreatment Program for all Dischargers tributary and discharging to the Brine Line throughout the Upper Santa Ana River Watershed (SAWPA's service area).
- B. SAWPA has primary responsibility for implementation of all aspects of the Pretreatment Program including but not limited to permitting, monitoring, inspection, enforcement, and reporting of all Dischargers within the SAWPA service area. This responsibility also extends to the Agency-Owned Facilities issued a Permit including Collection Stations, Desalters, Treatment Plants and Ion Exchange Plants that are tributary and discharging to the Brine Line.
- C. Under the oversight of SAWPA, Agencies that have Dischargers tributary and discharging to the Brine Line must fulfill the roles and responsibilities described in this Agreement including SAWPA Delegated Control Authority activities related to, but not limited to, permitting, monitoring, inspection, enforcement, and reporting of all Dischargers within the Agency service area, except Agency-Owned Facilities. Each Agency shall fully implement, and enforce within its boundaries, all the necessary Pretreatment Program requirements as set forth in 40 CFR, Part 403, and SAWPA's Ordinance, Pretreatment Program Policies, and ERP.

- D. For Agency-Owned Facilities, the Agency must have a Permit and shall perform self-monitoring, reporting, and all other requirements defined in the Permit issued by SAWPA. SAWPA shall implement all other Pretreatment Program responsibilities directly for permitted Agency-Owned Facilities.
- E. SAWPA shall prepare the Pretreatment Program Policies, Procedures Document and ERP to define the Pretreatment Program's policies, procedures and range of enforcement response options, respectively. The Pretreatment Program Policies, Procedures Document and ERP set forth the detailed policies and procedures for consistent administration, implementation, and enforcement of the Pretreatment Program by the Agencies; any deviation thereof, without the express approval of SAWPA, is not permitted. In the event of a conflict between the Pretreatment Program Policies and ERP, the more stringent requirement shall apply, as determined by SAWPA's General Manager.
- F. Immediate Cessation of Discharge - Where a discharge to the Brine Line reasonably appears to present an imminent danger to public health, safety, or welfare, or presents or may present an imminent danger to the environment or threatens to interfere with the operation of the Brine Line or OCSD's sewerage and disposal facilities, or could pass through or contaminate treatment plant sludge, or prevent water reclamation, Agencies shall immediately initiate emergency action to halt the discharge per the ERP and SAWPA Ordinance.
- G. Local Limits - SAWPA will adopt pollutant specific local limits as stringent as necessary to protect the regional water quality and treatment and disposal facilities. The Agencies shall implement and enforce pollutant specific local limits as specified in 40 CFR, Part 403, SAWPA's Ordinance, Pretreatment Program Policies, Procedures Document and ERP for those Dischargers tributary to the Brine Line within the Agency service area.
- H. Agencies may adopt additional or more stringent local limits to protect the Agency-Owned Facilities.
- I. SAWPA is responsible for identifying and permitting Dischargers subject to the Pretreatment Program. Agencies shall prepare and maintain an updated industrial user inventory by identifying Dischargers requiring Permits in accordance with the requirements set forth in 40 CFR, Part 403, SAWPA's Ordinance, and Pretreatment Program Policies and Procedures Document.

- J. Agencies shall have in place the staffing and resources necessary, including funding, to fully plan, manage and execute the required SAWPA delegated work described by the mandates of the Pretreatment Program specified in the 40 CFR, Part 403, SAWPA's Ordinance, ERP, Pretreatment Program Policies, and Procedures Document. If an Agency fails to take appropriate action in executing its role and responsibilities in a timely manner as required by SAWPA, SAWPA and the Agency shall meet and confer to identify the cause of the failure and/or deficiency, identify corrective actions and establish a schedule to complete identified corrective actions. SAWPA at its sole discretion may limit or terminate the Agency's role and responsibilities in the implementation of delegated Pretreatment Program work and may implement and perform the required actions directly to ensure compliance at the Agency's cost. In this case, the Agency shall reimburse SAWPA the costs of performing the tasks and additional administrative charges incurred by SAWPA.
- K. Audits of Agencies - SAWPA will conduct once every two years or at a frequency it deems necessary an audit of the Agencies to evaluate compliance with 40 CFR, Part 403, SAWPA's Ordinance, Pretreatment Program Policies, Procedures Document and ERP. SAWPA will issue a written record of the audit and its findings. Upon issuance, Agencies shall respond to the audit findings and take any corrective actions necessary to remedy any deficiencies found during the audit and implement proactive measures to prevent a recurrence. For any longer duration corrective action (over 90 days), a Corrective Action Plan shall be used to establish and track interim milestones to meet the overall corrective action schedule. At SAWPA's discretion, additional Agency audits or inspections may be conducted to evaluate any component or activity of the Pretreatment Program performed by Agency.
- L. Public Notice - Any required Pretreatment Program-related public notices shall be approved by SAWPA prior to issuance.
- M. Agency costs - Each Agency shall be responsible for bearing its own costs for the conduct of the Pretreatment Program, and it is not envisioned that SAWPA will reimburse any such Agency costs.
- N. Prohibition of Discharge Service to Sources Outside of SAWPA Service Area – Permitting of any access to the Brine Line for wastewater originating outside of the SAWPA service area, by any Agency for any user, Discharger, or any other governmental or private entity is prohibited without the prior written approval of SAWPA and OCSD.

- O. Records and Data Management – Each Agency agrees to provide SAWPA with access to all records compiled as part of the Agency’s Pretreatment Program activities related to all discharges tributary to the Brine Line. SAWPA is implementing a Pretreatment Program Data Management System that will serve as a commonly accessible repository for all data collected in implementing the Pretreatment Program. The system will be accessible to SAWPA and the Agencies. Each Agency shall ensure that all appropriate data is promptly loaded to this Data Management System, verified for completeness and accuracy to ensure Pretreatment Program management, implementation and reporting.
- P. Restricted Discharges to the Brine Line - The discharge of stormwater is not authorized except as allowed for in SAWPA’s Ordinance. Agencies shall make reasonable efforts to ensure that stormwater is not discharged to the Brine Line by any public or private entity and that direct or indirect discharges of reclaimable wastewater are minimized.
- Q. Remedies for Breach - SAWPA has the right to take actions identified in the Ordinance including legal action, to enforce the terms of this Agreement. SAWPA has the right to take action directly against noncompliant Dischargers in the event that an Agency is unable or unwilling to do so.
- R. Each Agency shall comply with, and assure Pretreatment Program compliance with the 1991 MOU and the 1996 Agreement and any amendments or successors to them through compliance with this Agreement, 40 CFR Part 403, SAWPA’s Ordinance, Pretreatment Program Policies, Procedures Document, and ERP, and any other policies or procedures required by SAWPA.
- S. All non-emergency communications from Agencies directed at OCSD shall be conducted through SAWPA.

SECTION 2. LEGAL AUTHORITY

- A. SAWPA is a Joint Powers Authority (JPA) per Section 6500 of the State Government Code and delegated a Control Authority by OCSD to administer the implementation of the Pretreatment Program for all Dischargers tributary to the Brine Line in accordance with the 1991 MOU and 1996 Agreement.
- B. SAWPA adopted Ordinance No.7 on October 15, 2013, and intends to adopt a revised ordinance to incorporate or address additional federal and regional

pretreatment program requirements, or make clarifications or other appropriate changes. SAWPA will maintain sufficient legal authority to implement the Pretreatment Program by amendments to the Ordinance as required. SAWPA will prepare and conduct any public hearings and notices required for the development and adoption of any ordinance revision.

- C. Agencies shall adopt the SAWPA Ordinance without changes except those otherwise non-substantive changes required to conform the ordinance to the adopting Agency, and shall adopt subsequent amendments or successor ordinances within 60 days of SAWPA's adoption. The Agency's adopted ordinance shall be no less stringent than SAWPA's Ordinance.
- D. Each Agency hereby designates SAWPA as its agent for the purposes of implementation and enforcement of the Agency's ordinance, and SAWPA designates each Agency as SAWPA's agent for purposes of implementing and enforcing SAWPA's Ordinance, against Dischargers located in that Agency's service area. SAWPA and any Agency may take any action under the other's ordinance that could have been taken by the Agency, including the enforcement of the Ordinance in courts of law.
- E. If the authority of SAWPA to act as an agent for an Agency under this Agreement is challenged by a Discharger, in a court of law or otherwise, the Agency shall take any actions reasonably necessary to ensure the implementation and enforcement of the Agency's ordinance and SAWPA Ordinance against a Discharger.

SECTION 3. PERMITTING

- A. Each Agency shall implement, as delegated by SAWPA, all the permitting and relevant policies and procedures defined and set forth by SAWPA including but not limited to compliance with the SAWPA Ordinance, 40 CFR, Part 403 requirements, Pretreatment Program Policies, ERP, Procedures Document, SOPs, schedules and timelines, forms, document templates, records and document management, data management, and quality control.
- B. Each Agency shall require that all Dischargers in the Agency's service area that are seeking or renewing a Permit shall obtain, complete, and file a permit application with SAWPA or with Agency on behalf of SAWPA in accordance with the provisions of the SAWPA Ordinance, Pretreatment Program Policies and Procedures Document.

- C. Upon receiving a Permit application, an Agency shall be responsible for conducting pre-permit inspection(s), preparing an accurate and concise draft Permit Fact Sheet and a draft Permit, and all the relevant supporting documents, submitting the draft Permit Fact Sheet and draft Permit to SAWPA for review, responding to comments on the draft documents, and submitting the final Permit and final Permit Fact Sheet to SAWPA. The Agency shall deliver the complete draft Permit and draft Permit Fact Sheet to SAWPA for review no later than 45 calendar days prior to the Permit expiration date and in accordance with the requirements set forth in the SAWPA Ordinance, 40 CFR 403, Procedures Document, and Pretreatment Program Policies.
- D. SAWPA will finalize the Permit and Permit Fact Sheet and will submit to OCSD in accordance with the requirements outlined in the 1991 MOU to obtain OCSD's Permit concurrence.
- E. SAWPA will sign and issue Permits for all Dischargers tributary and discharging to the Brine Line and provide Permit approval and SAWPA General Manager or designee signature. Agencies may also sign permits for non-agency owned facilities that are Dischargers to the Brine Line. This dual signature recognizes the joint role SAWPA and the Agencies have in administering the Permit. Agencies agree that under no circumstances will any Discharger or proposed Discharger be allowed to discharge wastewater into the Brine Line without a Permit reviewed by OCSD and approved, signed and issued by SAWPA.
- F. SAWPA or Agency will deliver the fully executed Permit to the Discharger by or prior to the effective date of the Permit.
- G. For Agency-Owned Facilities, Agency will prepare and submit to SAWPA the Permit application as required from all Dischargers. SAWPA will process the permit application for Agency-Owned Facilities in the manner described above. SAWPA will be the sole signatory on the Permit and will deliver the Permit to the Agency.

SECTION 4. SAMPLING, INSPECTIONS AND MONITORING

- A. Unless directed otherwise by SAWPA, Agencies shall perform all required sampling, inspection, or monitoring specified by SAWPA to comply with the Pretreatment Program requirements, SAWPA's Ordinance, Pretreatment Program Policies, Procedures Document and ERP. The sampling, inspection and monitoring may include but are not limited to sampling, inspection and flow monitoring of the

Dischargers, data review and compliance assessment, enforcement follow-up, compliance investigation, and sampling for billing purposes (currently BOD, TSS, and hardness) or any other Pretreatment Program-related field work requested by SAWPA. SAWPA's Pretreatment Policies and Procedures Document describe certain required Permittee self-monitoring. An Agency may at its discretion perform any required self-monitoring on behalf of the Discharger.

- B. Agencies shall review all sampling, inspection; monitoring data such as sampling data and pollutant analyses, inspection reports, self-monitoring data, flow metering data, all other relevant information collected from each Discharger by Agencies for compliance with Permit requirements and shall report to SAWPA on a periodic basis as specified in the Pretreatment Program Policies and Procedures Document, and upon SAWPA's request.
- C. For Agency-Owned Facilities, SAWPA shall perform all required sampling, inspection, or monitoring required to comply with the Pretreatment Program, except that Agencies shall perform all self-monitoring as specified in the Permit. The sampling, inspection and monitoring may include but is not limited to sampling, inspection and flow monitoring of the Agency Owned Facilities' discharge, enforcement follow-up, compliance investigation, and sampling for billing purposes (currently BOD, TSS, and hardness).
- D. SAWPA may, without notice to the Agency, conduct sampling and inspections of any Discharger or at any discharge point located within the Agency's jurisdiction, or at any point along the Brine Line, as it deems necessary. Except in an emergency and for Agency-owned Facilities, SAWPA shall notify the Agency of the intended sampling or inspection as early as possible but not less than 24 hours in advance in order to afford the Agency an opportunity to have a representative present. Such notice may be oral or written. SAWPA may direct that the monitoring or inspection not be communicated to the Discharger.
- E. Where a discharge to the Brine Line reasonably appears to present an imminent danger to public health, safety, or welfare, or presents or may present an imminent danger to the environment or threatens to interfere with the operation of the Brine Line or OCSD sewerage system, SAWPA General Manager may immediately take any necessary steps including but not limited to any sampling and inspection to identify the source of the discharge and halt the discharge.

SECTION 5. ENFORCEMENT

- A. SAWPA is responsible for enforcing the Pretreatment Program's requirements within the SAWPA service area. The Agencies' roles and responsibilities are defined per requirements and guidelines set forth in the SAWPA Ordinance, Pretreatment Program Policies, Procedures Document, and ERP, including but not limited to screening and identifying the Pretreatment Program violations, issuing appropriate enforcement actions and taking the necessary follow-up actions as specified in the SAWPA Ordinance and ERP.
- B. SAWPA and Agencies shall take appropriate enforcement corrective action per SAWPA's Ordinance, Pretreatment Program Policies, and ERP to eliminate Discharger non-compliance.
- C. SAWPA grants Agencies the authority to initiate and manage enforcement activities in accordance with the SAWPA Ordinance and ERP and any other appropriate policies where applicable. Where it deems necessary, SAWPA has the authority at its sole discretion to take over any enforcement action against a non-compliant Discharger. Agencies shall provide notification of recommended enforcement actions and obtain SAWPA's approval and signature of General Manager or designee for any enforcement actions associated with major violations and persistent non-compliance as defined in the ERP.
- D. SAWPA and Agencies will determine Significant Non-Compliance (SNC) as defined by the requirements of 40 CFR, Part 403 and SAWPA's Ordinance for Dischargers within Agency's service area. SAWPA will review and verify the determination per the Pretreatment Program Policies, Procedures Document, and ERP and will take appropriate action.
- E. For Agency-Owned Facilities, SAWPA will determine Significant Non-Compliance (SNC) as defined by the requirements of 40 CFR, Part 403 and SAWPA's Ordinance and will take appropriate action.
- F. In the event that an Agency fails to comply with any requirements set forth in the SAWPA Ordinance, ERP, Policies and Procedures Document in its implementation of the Pretreatment Program in accordance with 40 CFR 403, SAWPA may direct the Agency to complete enforcement actions or SAWPA may exercise its authority to execute its responsibilities at the Agency's expense. SAWPA and the Agency shall meet and confer to identify the cause of the failure and/or deficiency, identify corrective actions and establish a schedule to complete

identified corrective actions to ensure compliance with Pretreatment Program requirements. SAWPA at its sole discretion may limit or terminate the Agency's enforcement role and responsibilities in the implementation of delegate Pretreatment Program work and may implement and perform the required enforcement actions directly to ensure compliance at the Agency's cost. In this case, the Agency shall reimburse SAWPA the costs of performing the enforcement tasks and additional administrative charges incurred by SAWPA.

- G. SAWPA will take necessary actions or issue orders to Agencies to address any enforcement action taken by OCSD, any regulatory agency, or third party due to implementation of the Pretreatment Program. Agency shall pay to SAWPA all reasonable costs, penalties or fees incurred by SAWPA as a result of the Agency's failure to comply with the SAWPA Ordinance, Pretreatment Program Policies, ERP and Procedures Document requirements. These costs shall include but not be limited to any fees, penalties, cost of repair, investigation, and SAWPA's administrative overhead.
- H. For Agency-Owned Facilities, SAWPA will take action in accordance with its Ordinance, ERP, Policies, Procedures Document and the Wastewater Discharge Permit, for non-compliance with Permit requirements and conditions.

SECTION 6. REPORTING

- A. Agencies shall maintain files of all Dischargers' pertinent information including but not limited to permitting, sampling, inspection, flow monitoring, compliance and enforcement documents as defined in the Pretreatment Program Policies, Procedures Documents and ERP. Upon SAWPA's request, Agencies shall provide to SAWPA full access to such files. Upon SAWPA notice of completion of its data management system, Agencies shall upload to the data management system necessary information as required by SAWPA.
- B. Agencies shall manage files and data to allow SAWPA to prepare and submit monthly, quarterly, semi-annual, and annual reports in a manner to meet the OCSD reporting requirements and timeline including water quality, permitting, sampling, inspection, enforcement, monitoring data, and other information as required by SAWPA. Reporting requirements, schedules, and timelines are contained in the Pretreatment Program Policies, Procedures Document and ERP.

- C. Certification of Report Information. Agencies shall certify reports provided to SAWPA per 40 CFR Part 403, SAWPA's Ordinance, and Pretreatment Program Policies requirements.

SECTION 7. INDEMNITY

- A. Each Agency hereby indemnifies SAWPA for all damage, fines and costs incurred by SAWPA as a result of wastewater discharge from the Agency's service area including but not limited to fines, fees, penalties, charges, including those imposed by OCSD, a regulatory agency, or a court of law, or costs incurred by SAWPA, directly or passed through from OCSD or any other entities, resulting from injury to personnel, damage to facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.
- B. SAWPA hereby indemnifies each Agency for all damages, fines and costs incurred by the Agency, imposed by a regulatory agency or a court of competent jurisdiction, arising out of the implementation of the Pretreatment Program and due solely to the negligence of SAWPA, including but not limited to fines, fees, penalties, charges or costs resulting from injury to agency personnel, damage to agency facilities, disruption of treatment processes or operations, and other air and water quality violations.

SECTION 8. NOTICE

Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, and shall be delivered in person, electronic telecommunication (e.g. E-mail or Fax), or sent by registered mail or certified mail, return receipt requested, and shall be deemed received upon actual receipt or 72 hours after deposit in the mail of the United States Postal Service, postage prepaid and addressed as follows:

To SAWPA:

Santa Ana Watershed Project Authority (SAWPA)

Attention: General Manager

11615 Sterling Avenue

Riverside, CA 92503

(951) 354-4220

(951) 785-7076 (fax)

To Agencies:

Eastern Municipal Water District (EMWD)

Attention: General Manager

2270 Trumble Road

Perris, CA 92570

(951) 928-3777

(951) 927-6177 (fax)

Inland Empire Utilities Agency (IEUA)

Attention: General Manager

6075 Kimball Avenue

Chino, CA 91710

(909) 993-1600

(909) 597-8875 (fax)

Jurupa Community Services District (JCSD)

Attention: General Manager

11201 Harrel Street

Jurupa Valley, CA 91752

(951) 685-7434

(951) 685-1153 (fax)

Western Municipal Water District (WMWD)

Attention: General Manager

14205 Meridian Parkway

Riverside, CA 92518

(951) 571-7100

(951) 571-0590 (fax)

San Bernardino Municipal Water Department (SBMWD)

Attention: General Manager

300 N. D Street – 5th Floor

San Bernardino, CA 92418

(909) 384-5141

(909) 384-5158 (fax)

San Bernardino Valley Municipal Water District (Valley)
Attention: General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408
(909) 387-9200
(909) 387-9247 (fax)

Yucaipa Valley Water District (YVWD)
Attention: General Manager
P.O. Box 730
Yucaipa, CA 92399
(909) 797-5117
(909) 797-6381 (fax)

SECTION 9. AMENDMENTS AND MODIFICATIONS

Except as provided in Section 10 below, the terms of this Agreement may be amended only in writing executed by all of the signatories hereto. SAWPA and the Agencies shall review and revise this Agreement as necessary at least once every three years from the effective date. Notwithstanding amendments to this Agreement, compliance with the Federal Clean Water Act (42 U.S.C. Section 1251 et. seq.) and rules and regulations (40 CFR Part 403), including amendments thereto, is continuously required.

SECTION 10. TERMINATION

This Agreement will remain in effect unless terminated by SAWPA or by all of the Agencies. SAWPA may terminate this Agreement in its entirety or with respect to any of the Agencies by providing 90 days written notice to the affected Agencies. Any Agency may terminate its participation in this Agreement by providing 90 days written notice to SAWPA. All benefits and obligations under this Agreement will cease as to the terminating Agencies on the 91st day following such notice if the notice is not earlier withdrawn.

SECTION 11. SEVERABILITY

If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.

SECTION 12. RIGHTS AND RESPONSIBILITIES OF ORANGE COUNTY SANITATION DISTRICT RETAINED

The parties to this Agreement understand and agree that OCSD retains its rights and responsibilities as defined in the 1991 MOU and 1996 Agreement. This Agreement in no way diminishes the effectiveness or reduces the scope of the 1991 MOU and 1996 Agreement.

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

EASTERN MUNICIPAL WATER DISTRICT

By

Name Philip E. Paule

Title EMWD Board President

Date January 13, 2014

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

INLAND EMPIRE UTILITIES AGENCY

By 

Name P. Joseph Grindstaff

Title General Manager

Date November 20, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

JURUPA COMMUNITY SERVICES DISTRICT

By



Name Robert Craig

Title Board President

Date November 25, 2013

ATTEST:



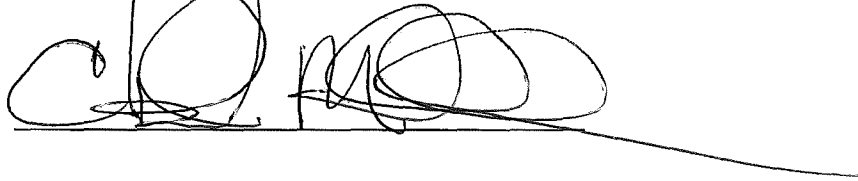
Julie B. Saba, Board Secretary

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By

A handwritten signature in black ink, appearing to read 'C. Patrick Milligan', written over a horizontal line.

Name C. Patrick Milligan

Title. Board President

Date November 5, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By Stacey Aldstadt

Name Stacey Aldstadt

Title General Manager

Date 11/19/13

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

SANTA ANA WATERSHED PROJECT AUTHORITY

By 

Name DONALD D. GALLEANO

Title ACTING CHAIR

Date OCTOBER 15, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

WESTERN MUNICIPAL WATER DISTRICT

By _____

Name THOMAS P. EVANS

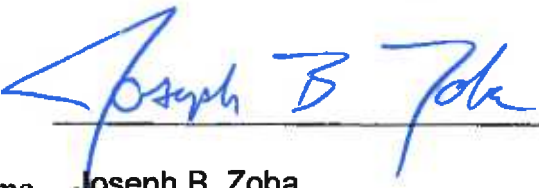
Title President

Date November 20, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

YUCAIPA VALLEY WATER DISTRICT

By 
Name Joseph B. Zoba
Title General Manager
Date December 10, 2013



Appendix 4-4

Ordinance No. 7

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Santa Ana Watershed Project Authority

ORDINANCE NO. 7

An Ordinance Establishing Regulations for the Use of the

Inland Empire Brine Line

formerly Santa Ana Regional Interceptor (SARI)

(Superseding Ordinance No. 6)



October 15, 2013

ORDINANCE NO. 7

AN ORDINANCE OF THE SANTA ANA WATERSHED PROJECT AUTHORITY
ESTABLISHING REGULATIONS FOR THE USE OF THE
INLAND EMPIRE BRINE LINE
FORMERLY KNOWN AS
SANTA ANA REGIONAL INTERCEPTOR

BE IT ORDAINED BY THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AS FOLLOWS:

PREAMBLE

**ARTICLE 1
GENERAL PROVISIONS**

- 101.0 Purpose and Policy
- 102.0 Authorization
- 103.0 Definitions
- 104.0 Administration
- 105.0 Notice
- 106.0 Confidentiality
- 107.0 Time Limits

**ARTICLE 2
GENERAL PROHIBITIONS AND
LIMITATIONS ON DISCHARGES**

- 201.0 Prohibited Waste Discharges
- 202.0 Dilution Prohibited as a Substitute for Treatment
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I. PREAMBLE

The Santa Ana Watershed Planning Agency was formed in 1968 to develop a long-range plan for managing, preserving, and protecting the quality of the water supplies in the Santa Ana River Basin. After development of the long-range plans, the Santa Ana Watershed Project Authority (SAWPA) was formed to implement the Planning Agency's recommendations. SAWPA's programs include the planning, financing, construction and operation of projects that relate to the water quality and quantity in the Santa Ana River Basin.

Various federal, state and local regulatory agencies have established goals and standards to assure that the highest quality water is made available to the people in the Santa Ana River Basin. In order to enhance and improve the quality of water in the Santa Ana River Basin and to ensure compliance with goals and standards set by the regulatory agencies, SAWPA has implemented many projects to remove contaminants, mainly high saline waters, from the water supplies. One of the main facilities constructed for this purpose is the Inland Empire Brine Line (Brine Line) formerly known as the Santa Ana Regional Interceptor (SARI) sewer. This line transports highly saline wastewater from the watershed to the Orange County Sanitation District (OCSD) for treatment and disposal to the Pacific Ocean. This isolation of saline wastewater prevents contamination of the Santa Ana River from the commingling of these wastewaters with the river water. The use of the Brine Line enables the delivery of higher quality potable water to the Users of the Santa Ana River Basin waters, particularly in the lower elevations of the basin in the Orange County area.

SAWPA recognized the need to control the quality of waters in the basin as well as wastewaters discharged to the Brine Line and adopted Ordinance No. 1 in May 1982. The purpose of the ordinance was to establish the maximum benefit from the use of the Brine Line by providing procedures to ensure compliance with the requirements placed upon SAWPA by regulatory agencies and SAWPA's contractual agreements with OCSD.

Upon the effective date of this Ordinance No. 7, Ordinance No. 6, including any amendments thereto, shall be repealed and superseded by this Ordinance.

**ARTICLE I
GENERAL PROVISIONS**

101.0 PURPOSE AND POLICY.

The purpose of this Ordinance is to provide for the maximum benefit from the use of the Santa Ana Watershed Project Authority's (SAWPA) facilities. This shall be accomplished by regulating the use of the Inland Empire Brine Line (Brine Line) formerly known as Santa Ana Regional Interceptor (SARI) sewer system and tributaries thereto and the wastewater discharged to this sewer system, by providing for the distribution of the costs of the construction, administration, operation and maintenance of the system, and by providing procedures that will allow SAWPA to comply with all regulatory requirements imposed upon SAWPA by contract requirements and by federal, state, and local agencies.

SAWPA recognizes Orange County Sanitation District's (OCSD's) authority and responsibilities as defined by Federal Pretreatment Regulations (40 CFR 403) including their role as the Control Authority. As such, SAWPA is committed to providing Pretreatment Program services in accordance with Federal Pretreatment Program Requirements, this Ordinance, the 1991 MOU and 1996 Agreement. SAWPA will further ensure consistency in the implementation of the pretreatment requirements to conform, as appropriate, to the Program adopted by the Control Authority.

In order to conform to limitations and requirements from regulatory agencies, SAWPA must regulate the discharge of wastewater into the Brine Line. This Ordinance shall apply to all Direct or Indirect Users that discharge wastewater tributary to the Brine Line.

A. This Ordinance shall provide for the regulation of wastewater discharges into the Brine Line in accordance with the Federal Government's objectives of general pretreatment regulations as stated in Section 403.2 of Title 40 of the Code of Federal Regulations (CFR) which are for the following purposes:

1. To prevent the introduction of pollutants into the Brine Line that will interfere with the operation of the Orange County Sanitation District's (OCSD) Publicly Owned Treatment Works (POTW), including interference with its use or disposal of municipal biosolids;

2. To prevent the introduction of pollutants into OCSD's POTW which will Pass Through the treatment works, inadequately treated, to the receiving waters or otherwise be incompatible with such works;

3. To improve opportunities to recycle and reclaim municipal and industrial wastewaters and biosolids;

4. To enable SAWPA to comply with requirements from the Federal Environmental Protection Agency and OCSD and any other federal or state laws to which SAWPA and/or OCSD's POTW is subjected;

1 5. To enable SAWPA to control the privileges to any use of the Brine Line and
2 tributaries thereto;

3
4 6. To protect and preserve the health and safety of the citizens and personnel of
5 SAWPA, OCSD, and contracted agencies; and
6

7 7. To prevent the introduction of pollutants that obstruct flows within the Brine
8 Line or otherwise cause or contribute to sanitary sewer overflows and to comply with the
9 provisions of State Water Resources Control Board (SWRCB) adopted Order No. 2006-
10 0003, a General Waste Discharge Requirement (WDR) for all publicly owned sanitary
11 sewer collection systems in California with more than one (1) mile of sewer pipe.
12

13 B. This Ordinance shall apply to all Direct or Indirect Users of the Brine Line and
14 tributaries thereto. This Ordinance authorizes:

- 15
16 1. The issuance of waste discharge permits;
17
18 2. Monitoring, compliance, and enforcement activities;
19
20 3. Brine Line contribution plan check services;
21
22 4. User reporting requirements;
23
24 5. The establishment of fees; and
25
26 6. The equitable distribution of costs resulting from the program established herein.
27

28 C. This Ordinance shall be administered by the General Manager of SAWPA, under
29 the control and direction of the SAWPA Commission.
30

31 D. This Ordinance implements the provisions of the 1991 Memorandum of
32 Understanding between OCSD and SAWPA "Governing Quality Control of Wastewaters
33 Discharged" (1991 MOU) to the Brine Line and the 1996 Agreement between OCSD and
34 SAWPA "Wastewater Treatment and Disposal Agreement" (1996 Agreement). This Ordinance
35 is intended to be at least as protective of OCSD's facilities as OCSD's Wastewater Discharge
36 Regulations, Ordinance No. 39, or its successors. SAWPA issued Wastewater Discharge
37 Permits shall require compliance with both this Ordinance and OCSD's Ordinance No. 39, and
38 should require that in the event of any substantive conflict between the ordinances the stricter
39 provisions shall apply.
40

41 **102.0 AUTHORIZATION.** This Ordinance is enacted pursuant to the authorization of the
42 Municipal Water District Law of 1911, California Water Code Section 71000 et seq., California
43 Government Code Section 6500 et seq., the Clean Water Act (33 U.S.C. 1251 et seq.) and the
44 General Pretreatment Regulations (40 C.F.R. 403).
45
46

1 **103.0 DEFINITIONS.** Unless otherwise defined herein, terms pertaining to water quality shall
2 be as adopted in the latest edition of Standard Methods for the Examination of Water and
3 Wastewater, published by the American Public Health Association, the American Water Works
4 Association, and the Water Environment Federation. Unless otherwise defined herein, terms
5 pertaining to construction and building shall be defined as being the same as set forth in the
6 International Conference of Building Officials Uniform Building Code, current edition. Unless
7 the context specifically indicates otherwise or as previously indicated, the meaning of the terms
8 used in this Ordinance shall be as follows:
9

10 A. **Analytical Methods** shall mean the sample analysis techniques prescribed in 40
11 CFR Part 136 and amendments thereto unless otherwise specified in an applicable categorical
12 Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques
13 for the pollutant in question, or where the EPA determines that Part 136 sampling and analytical
14 techniques are inappropriate for the pollutant in question, sampling and analysis shall be
15 performed using validated analytical methods or any other applicable sampling and analytical
16 procedures approved by SAWPA, including procedures suggested by SAWPA or other parties
17 as approved by the EPA.
18

19 B. **Authorized Representative** shall mean:
20

21 a. A responsible corporate official, if the User submitting the required
22 documents is a corporation, of the level of president, secretary, treasurer, or vice
23 president in charge of a principal business function, or any other Person who
24 performs similar policy or decision making functions for the corporation; or the
25 manager of one or more manufacturing, production, or operating facilities, provided
26 the manager is authorized to make management decisions that govern the operation
27 of the regulated facility including having the explicit or implicit duty of making
28 major capital investment recommendations, and initiating and directing other
29 comprehensive measures to assure long-term environmental compliance with
30 environmental laws and regulations, and ensuring that the necessary systems are
31 established or actions taken to gather complete and accurate information for
32 Wastewater Discharge Permit requirements; and where authority to sign documents
33 has been assigned or delegated to the manager in accordance with corporate
34 procedures; or
35

36 b. A general partner or proprietor if the User submitting the required documents
37 is a partnership or sole proprietorship respectively; or
38

39 c. A director or highest official appointed or designated to oversee the
40 operation and performance of the activities of the facility, or their designee, if the
41 User is a Federal, State, or local governmental facility.
42

43 d. A duly authorized representative of the individual designated in subsection
44 (a) and (b), if;
45

46 1. The authorization is made in writing by the individual designated in

subsection (a), (b) and (c); and

2. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

3. The written authorization is submitted to the General Manager of SAWPA.

e. If an authorization under paragraph (a) and (b) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of paragraph (a) and (b) of this section must be submitted to the General Manager prior to or together with any reports to be signed by an authorized representative.

C. **Batch Discharge** shall mean any SAWPA approved intermittent discharge of pollutants from sources such as, but not limited to, process tanks, holding tanks, rinse tanks, or treatment systems.

D. **Best Management Practices (BMPs)** shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures and practices to control plant site run-off, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

E. **Biochemical Oxygen Demand (BOD)** shall mean the quantity of oxygen, expressed in mg/L, required to biologically oxidize material in a waste or wastewater sample measured under approved laboratory methods of five (5) days at twenty degrees Celsius (20 °C).

F. **Bypass** shall mean the intentional diversion of wastestreams from any point of a User's pretreatment facility.

G. **Business Day** shall mean a SAWPA scheduled business day.

H. **Capacity Unit** shall equal 10,000 gallons per day of discharge right.

I. **Categorical Industrial User** shall mean an Industrial User subject to a categorical Pretreatment Standard or categorical Standard which is a regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307 (b) and (c) of the Clean Water Act (33 U.S.C.-1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

1 J. **Chemical Oxygen Demand (COD)** shall mean the quantity of oxygen,
2 expressed in mg/L, required to chemically oxidize material in a waste or wastewater sample,
3 under specific conditions of an oxidizing agent, temperature, and time. COD results are not
4 necessarily related to BOD results.

5
6 K. **City Collection System** Not used.

7
8 L. **Class I User** Not used.

9
10 M. **Class II User** Not used.

11
12 N. **Class III User** Not Used.

13
14 O. **Class IV User** Not used.

15
16 P. **Class V User** Not used.

17
18 Q. **Code of Federal Regulations (CFR)** shall mean the codification of the general
19 and permanent rules published in the Federal Register by the executive departments and
20 agencies of the Federal Government.

21
22 R. **Collection Stations** shall mean brine wastewater disposal stations operated by
23 the SAWPA Member Agencies or Contract Agencies for disposal of trucked waste.

24
25 S. **Collection System** shall mean all wastewater conveyance systems owned and
26 maintained by SAWPA or a Member Agency or a Contract Agency for purposes of conveying
27 wastewater to OCSD's POTW for treatment and excludes sewer service lateral connections.

28
29 T. **Combined Wastestream Formula** shall mean the formula, as outlined in the
30 General Pretreatment Regulations of the Clean Water Act, 40 CFR 403.6(e), for determining
31 wastewater discharge limitations for Categorical Industrial Users and Significant Industrial
32 Users whose effluent is a mixture of regulated, unregulated, and dilution wastewater as defined
33 in the formula.

34
35 U. **Commission** shall mean the governing body of SAWPA as defined by the Joint
36 Exercise of Powers Agreement establishing SAWPA.

37
38 V. **Compliance Schedule** shall mean a time schedule enforceable under this
39 Ordinance containing increments of progress called milestones, which are in the form of dates.
40 These milestones shall be for the commencement and/or completion of major events leading to
41 the construction and operation of additional pretreatment facilities or the implementation of
42 policies, procedures or operational management techniques required for the User to comply with
43 all applicable federal, state or local environmental regulations which may directly or indirectly
44 affect the quality of the User's wastewater effluent.

1 W. **Composite Sample** shall mean a series of grab samples of equal volume taken at
2 a predetermined time or flow rate for a predetermined period of time which are combined into
3 one sample.
4

5 X. **Contract Agency** shall mean either, Jurupa Community Services District, or
6 Yucaipa Valley Water District, or San Bernardino Municipal Water Department, or any other
7 public agency that subsequently enters into a multijurisdictional pretreatment agreement with
8 SAWPA defining the roles and responsibilities to conduct the Pretreatment Program or portions
9 of the Pretreatment Program within their jurisdictions.
10

11 Y. **Control Authority** as defined by 40 CFR 403.3(f) is the POTW if the POTW's
12 submission for its Pretreatment Program (40 CFR 403.3) has been approved in accordance with
13 requirements for 40 CFR 403.11. All references in this Ordinance to Control Authority are
14 referring to OCSD.
15

16 Z. **Conventional Pollutants** shall be defined as BOD, COD, total suspended solids,
17 pH, fecal coliform, oil and grease, total nitrogen and such additional pollutants as are now or
18 may be in the future specified and controlled in OCSD's NPDES permit for its POTW where
19 said POTW has been designed and used to reduce or remove such pollutants.
20

21 AA. **Cooling Water** shall mean all water used solely for the purpose of cooling a
22 manufacturing process, equipment, or product.
23

24 BB. **Cyanide (Amenable)** shall mean those cyanides that are amenable to
25 chlorination as described in 40 CFR 136.3.
26

27 CC. **Day** shall mean a calendar day.
28

29 DD. **Dilution** shall mean the increase in use of process water, potable water or any
30 other means to dilute a discharge as a partial or complete substitute for adequate treatment to
31 achieve discharge requirements.
32

33 EE. **Direct Discharger or User** shall mean facilities which are directly connected to
34 the Brine Line by a pipeline.
35

36 FF. **Discharge Right** shall mean the volume of wastewater capacity purchased by a
37 User for use with the Brine Line and tributaries thereto.
38

39 GG. **District Collection System** shall mean all pipes, sewers and conveyance systems
40 conveying wastewater to the Brine Line and tributaries thereto that are owned and maintained by
41 a community services district, special district, or water district, excluding sewer service lateral
42 line connections.
43

44 HH. **Domestic Wastewater** shall mean wastewater, including domestic septic system
45 waste, from private residences and wastewater from other premises resulting from the use of

1 water for personal washing, sanitary purposes or the discharge of human excrement and related
2 matter.

3
4 II. **Effluent** shall mean treated wastewater flowing from treatment facilities, the
5 OCSD's POTW, or a User's pretreatment equipment.

6
7 JJ. **EPA** shall mean the United States Environmental Protection Agency.

8
9 KK. **Federal Categorical Pretreatment Standard** shall mean the National
10 Pretreatment Standards, established by the EPA, specifying quantities or concentrations of
11 pollutants or pollutant properties which may be discharged or introduced into the Brine Line or
12 tributaries thereto by existing or new Industrial Users in specific industrial categories
13 established as separate regulations under the appropriate subpart of 40 CFR Chapter I,
14 Subchapter N, as it exists and as it may be amended.

15
16 LL. **Flow Monitoring Facilities** shall mean equipment and structures approved by
17 SAWPA and provided at the User's expense to measure and/or record the incoming water to the
18 User's facility or the wastewater discharged to the Brine Line sewer or tributaries thereto.

19
20 MM. **General Manager** shall mean SAWPA's General Manager or duly authorized
21 representative designated in writing.

22
23 NN. **Generator** – see **Indirect Discharger**.

24
25 OO. **Good Faith** shall mean the User's prompt and vigorous pollution control
26 measures undertaken to show that extraordinary efforts (not a "business-as-usual" approach)
27 have been made to achieve compliance.

28
29 PP. **Grab Sample** shall mean an individual sample collected from a wastestream
30 without regard to the flow in the wastestream over a period of time not exceeding fifteen
31 minutes.

32
33 QQ. **Gravity Separation Interceptor** shall mean an approved detention chamber
34 designed to remove floatable and settleable material from industrial wastewater prior to
35 discharge into the Brine Line.

36
37 RR. **Hazardous Substance** shall mean any substance capable of creating imminent
38 endangerment to health or the environment including, but not limited to, any substance
39 designated under 40 CFR Section 310.11(d) or any hazardous chemical substance subject to
40 regulation under the Toxic Substances Control Act, 15 USCA, Section 2601, et seq. By way of
41 example, this includes substances which are toxic, explosive, corrosive, flammable or irritants,
42 or which generate pressure through heat or decomposition, e.g., heavy metals, pesticides, strong
43 acids or bases, distillate fuels, oxidants, among other things.

1 SS. **Heating Water** shall mean all water used solely for the heating of a
2 manufacturing process, equipment, or product.

3
4 TT. **Indirect Discharger, User or Generator** shall mean a user that contracts a
5 truck, tanker, or vacuum truck service or other similar means to bring wastewater for disposal to
6 the Brine Line or tributaries thereto from a User that has no direct connection to the Brine Line
7 or tributaries thereto.

8
9 UU. **Industrial User** shall mean all Persons, entities, public or private, industrial,
10 commercial, governmental, or institutional that discharge or cause to be discharged, wastewater
11 into the Brine Line or tributaries thereto or any other sewer system owned and operated by
12 SAWPA.

13
14 VV. **Industrial Wastewater** shall mean all non-domestic, including all wastewater
15 from any producing, manufacturing, processing, institutional, governmental, commercial,
16 service, agricultural or other operation.

17
18 WW. **Infectious Waste** shall mean all wastes which are likely to transmit etiologic
19 agents which normally cause, or significantly contribute to the cause of, increased morbidity or
20 mortality of human beings.

21
22 XX. **Inland Empire Brine Line** or Brine Line shall mean all wastewater conveyance
23 systems owned and maintained by SAWPA, excluding sewer service lateral line connections
24 owned and operated by others.

25
26 YY. **Inspector** shall mean a person authorized by the General Manager to inspect any
27 User discharging or anticipating discharging wastewater into conveyance, processing, or
28 disposal facilities to the Brine Line or tributaries thereto.

29
30 ZZ. **Interference** shall mean a discharge which, alone or in conjunction with a
31 discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its
32 treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a
33 cause of a violation of any requirement of the POTW's NPDES permit (including an increase in
34 the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal
35 in compliance with the statutory provisions and regulations or permits issued thereunder (or
36 more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste
37 Disposal Act (SWDA) (including title II, more commonly referred to as the Resource
38 Conservation and Recovery Act (RCRA), and including State regulations contained in any State
39 sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the
40 Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

41
42 AAA. **Liquid Waste Hauler** shall mean any Person or firm engaged in the truck
43 hauling of liquid waste from a User, excluding domestic waste, for disposal at a designated
44 Brine Line Collection Station.

1 **BBB. Local Limits** shall mean specific prohibitions or pollutant limitations or
2 pollutant parameters that are developed by OCSD, SAWPA, Member Agencies or Contract
3 Agencies in accordance with 40 CFR 403.5(c) to implement the general and specific discharge
4 prohibitions listed in 40 CFR 403.5(a)(1) and (b).
5

6 **CCC. Lower Explosive Limit (LEL)** shall mean the minimum concentration of a
7 combustible gas or vapor in the air that will ignite if an ignition source is present.
8

9 **DDD. Mass Emission Rate** shall mean the weight of pollutants discharged to the Brine
10 Line or tributaries thereto during a given period of time from a User.
11

12 **EEE. May** means permissive.
13

14 **FFF. Member Agency** shall mean either, Eastern Municipal Water District, Inland
15 Empire Utilities Agency, San Bernardino Valley Municipal Water District, or Western
16 Municipal Water District of Riverside County, or any other public agency that subsequently
17 becomes a member of SAWPA and enters into a multijurisdictional pretreatment agreement
18 with SAWPA defining the roles and responsibilities to conduct the Pretreatment Program or
19 portions of the Pretreatment Program within their jurisdictions.
20

21 **GGG. mg/L** shall mean milligrams per liter.
22

23 **HHH. Milestone** shall mean increments of progress in the form of dates, not to exceed
24 nine months, and are used in compliance schedules. Milestones shall be for the commencement
25 and/or completion of major events leading to the construction and operation of additional
26 pretreatment facilities or the implementation of policies, procedures or operational management
27 techniques required for the User to comply with all applicable federal, state or local
28 environmental regulations which may directly or indirectly affect the quality of the User's
29 wastewater effluent.
30

31 **III. Monitoring/Production Information Order (MPIO)** shall mean an
32 Administrative Order requiring an Industrial User to determine the mass emission or
33 concentration of pollutants or other conditions specified in the Industrial User's permit in their
34 industrial wastewater discharge for all days within a fourteen (14) consecutive day period that
35 industrial wastewater is discharged to the Brine Line and submit production data for that period.
36

37 **JJJ. Monthly Average** shall mean the average of daily measurements over a calendar
38 month as calculated by adding all the daily measurements taken during the calendar month and
39 dividing that sum by the sum of the number of daily measurements taken in the month.
40

41 **KKK. NAICS** shall mean the North American Industry Classification System published
42 by the Executive Office of the President of the United States, Office of Management and
43 Budget.
44
45

1 **LLL. National Pretreatment Standard** shall mean any regulation containing pollutant
2 discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Clean
3 Water Act, which applies to Industrial Users. This term includes prohibitive discharge limits
4 established pursuant to 40 CFR Part 403.5.
5

6 **MMM. New Source** shall mean any building, structure, facility, or installation from
7 which there is or may be a discharge of pollutants, the construction of which commenced after
8 the publication of proposed Pretreatment Standards under Section 307 (c) of the Federal Clean
9 Water Act which will be applicable to such source if such Standards are thereafter promulgated
10 in accordance with that Section, provided that:
11

12 1. The building, structure, facility or installation is constructed at a site at which no
13 other source is located; or
14

15 2. The building, structure, facility or installation totally replaces the process or
16 production equipment that causes the discharge of pollutants at an existing source; or
17

18 3. The production or wastewater generating processes of the building, structure,
19 facility or installation are substantially independent of an existing source at the same
20 site. In determining whether these are substantially independent, factors such as the
21 extent to which the new facility is integrated with the existing plant and the extent to
22 which the new facility is engaged in the same general type of activity as the existing
23 source may be considered.
24

25 Construction on a site at which an Existing Source is located results in a modification rather
26 than a New Source if the construction does not create a new building, structure, facility, or
27 installation meeting the criteria of Section (2) or (3) above but otherwise alters, replaces, or adds
28 to existing process or production equipment.
29

30 Construction of a New Source as defined under this paragraph has commenced if the owner or
31 operator has:

32 (a) Begun, or caused to begin, as part of a continuous onsite construction
33 program (1) any placement, assembly, or installation of facilities or equipment;
34 or (2) significant site preparation work including clearing, excavation, or
35 removal of existing buildings, structures, or facilities which is necessary for the
36 placement, assembly, or installation of new source facilities or equipment; or
37

38 (b) Entered into a binding contractual obligation for the purchase of
39 facilities or equipment which are intended to be used in its operation within a
40 reasonable time. Options to purchase or contracts which can be terminated or
41 modified without substantial loss, and contracts for feasibility, engineering, and
42 design studies do not constitute a contractual obligation under this paragraph.
43

44 **NNN. OCS D** shall mean the Orange County Sanitation District which is the Control
45 Authority for the Brine Line.
46

1 **OOO. Oil and Grease** shall mean any of the following in part or in combination:

2
3 1. Petroleum derived products (e.g., oils, fuels, lubricants, solvents, cutting oils,
4 mineral oils);

5
6 2. Vegetable derived products (e.g., oils, shortenings, water soluble cutting oils);

7
8 3. Animal derived products (e.g., fats, greases, oils, lard).

9
10 **PPP. Pass Through** shall mean any discharge which exits OCSD's POTW into waters
11 of the United States in quantities or concentrations which, alone or in conjunction with a
12 discharge or discharges from other sources, causes a violation of any requirement of the
13 OCSD's NPDES permit, including an increase in the magnitude or duration of a violation.

14
15 **QQQ. Permittee** shall mean any User who has received a Wastewater Discharge Permit
16 to discharge wastewater into the Brine Line or tributaries thereto.

17
18 **RRR. Person** shall mean any individual, firm, company, association, society, general or
19 limited partnership, limited liability company, trust, corporation, governmental agency or group,
20 and includes the plural or the singular.

21
22 **SSS. Pollutant** shall mean conventional pollutants, domestic wastewater, hazardous
23 substances, infectious waste, slug discharges, dredged spoil, solid waste, incinerator residue,
24 filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological
25 materials, radioactive materials, medical waste, heat, wrecked or discarded equipment, rock,
26 sand, cellar dirt and industrial, municipal, and agricultural and industrial wastes, and certain
27 characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity,
28 or odor).

29
30 **TTT. POTW** shall mean a **Publicly Owned Treatment Works**. This definition
31 includes all devices, equipment, pipes, and systems used in the transmission, storage, treatment,
32 recycling and reclamation of municipal sewage, biosolids, or industrial wastewater.

33
34 **UUU. Pretreatment** shall mean the reduction of the amount of pollutants, the
35 elimination of pollutants, or the alteration of the nature of the pollutant properties in wastewater
36 prior to, or in lieu of, discharging such pollutants into the Brine Line or tributaries thereto. The
37 reduction or alteration may be obtained by physical, chemical or biological processes, process
38 changes or by any other means, except dilution.

39
40 **VVV. Pretreatment Facility** shall mean any works or devices for the treatment or flow
41 limitation of wastewater prior to discharge to the Brine Line or tributaries thereto.

42
43 **WWW. Pretreatment Requirements** shall mean any substantive or procedural
44 requirement related to pretreatment, other than a National Pretreatment Standard, imposed
45 on an Industrial User.

1 **XXX. Pretreatment Waste** shall mean all waste, liquid or solid, removed from a
2 wastestream or wastewater discharge by physical, chemical, or biological means.

3
4 **YYY. Public Agency** shall mean the State of California and any city, county, special
5 district, or other public agency within the State of California.

6
7 **ZZZ. Qualified Professional** shall mean any person who by virtue of education,
8 training, or experience is qualified to evaluate and assess pollutant discharges and violations of
9 this Ordinance.

10
11 **AAAA. RCRA** shall mean the Resource Conservation and Recovery Act (42 U.S.C.
12 6901, et seq.) and its regulations 40 CFR Parts 260-266 and 270 and as amended.

13
14 **BBBB. Reclaimable Wastewater** shall mean domestic wastewater, industrial
15 wastewater or other wastewater containing total dissolved solid levels below the local POTW
16 discharge limitation that renders it suitable for discharge and reclamation.

17
18 **CCCC. Regulatory Agencies** shall mean those agencies having jurisdiction over the
19 operation of SAWPA and/or OCSD including, but not limited to:

- 20
21 1. United States Environmental Agency, Region IX, San Francisco, CA and
22 Washington, D.C. (EPA);
23
24 2. California State Water Resources Control Board (“State Board”);
25
26 3. California Regional Water Quality Control Board , Santa Ana Region (“Regional
27 Board”);
28
29 4. South Coast Air Quality Management District (SCAQMD);
30
31 5. California Environmental Protection Agency (CalEPA); and
32
33 6. California Department of Public Health (DPH).

34
35 **DDDD. Sampling Facilities** shall mean structure(s) and equipment approved by SAWPA
36 and provided at the User’s expense for SAWPA or the User to measure and record wastewater
37 pollutant levels, collect representative wastewater samples, and/or provide direct access to
38 terminate the wastewater discharge.

39
40 **EEEE. Sanitary Sewer Overflow (SSO)** shall mean any overflow, spill, release,
41 discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system.
42 SSOs include:

- 43
44 1. Overflows or releases of untreated or partially treated wastewater that reaches
45 waters of the United States;

1 2. Overflows or releases of untreated or partially treated wastewater that do not
2 reach waters of the United States; and
3

4 3. Wastewater backups into buildings and on private property that are caused by
5 blockages or flow conditions within the publicly owned portion of the sanitary sewer
6 system.
7

8 FFFF. **Sanitary Waste** shall mean domestic wastewater.
9

10 GGGG. **SARI** shall mean the **Santa Ana Regional Interceptor**.
11

12 HHHH. **SARI System** - see Inland Empire Brine Line.
13

14 III. **SAWPA** shall mean the Santa Ana Watershed Project Authority and/or any
15 Member Agency and/or any Contract Agency as applicable to effectively implement this
16 Ordinance.
17

18 JJJJ. **SAWPA Inland Empire Brine Line Service Area** shall mean the total area
19 within the jurisdictional boundaries of SAWPA's Member Agencies, excluding any area within
20 the County of Orange.
21

22 KKKK. **Self-monitoring** shall mean wastewater samples taken by a User or the User's
23 contracted laboratory, consultant, engineer, or similar entity.
24

25 LLLL. **Service Lateral Line** shall mean the wastewater collection pipe extending from
26 premises where the wastewater is generated up to and including the connection to the Brine Line
27 or tributaries thereto.
28

29 MMMM. **Sewer System Management Plan (SSMP)** shall mean an approved plan adopted
30 by SAWPA to control and reduce the occurrence and impact of sanitary sewer overflows.
31

32 NNNN. **Shall** means mandatory.
33

34 OOOO. **Significant Industrial User (SIU)** shall mean:
35

36 1. All Industrial Users subject to Categorical Pretreatment Standards under 40 CFR
37 403.6 and 40 CFR Chapter I, Subchapter N.
38

39 2. Any User that:
40

41 a. Discharges Industrial Wastewater at an average rate of at least 25,000 gallons
42 per day (gpd) to the Brine Line or tributaries thereto (excluding sanitary, noncontact
43 cooling and boiler blowdown wastewater);
44

45 b. Contributes a process wastestream that makes up 5 percent or more of the

1 average dry weather hydraulic or organic capacity of OCSD's POTW; or
2

3 c. Is designated as an SIU by the General Manager on the basis that the User
4 has a reasonable potential for adversely affecting the Brine Line or tributaries thereto
5 or OCSD's POTWs or for violating any pretreatment standard or requirement.
6

7 **PPPP. Significant Noncompliance (SNC)** shall mean any compliance violations that
8 meet one or more of the following criteria:
9

10 1. Chronic violations of wastewater discharge limits, defined here as those in
11 which sixty-six percent (66%) or more of all of the measurements taken for the same
12 pollutant during a six-month period exceed (by any magnitude) a numeric Pretreatment
13 Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l);
14

15 2. Technical review criteria (TRC) violations are defined as those in which thirty-
16 three (33%) percent or more of all of the measurements taken for the same pollutant
17 during a six-month period equal or exceed the product of the numeric Pretreatment
18 Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l)
19 multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2
20 for all other pollutants except pH);
21

22 3. Any other violation of a Pretreatment Standard or Requirement as defined by 40
23 CFR 403.3(1) (daily maximum, long term average, instantaneous limit, or narrative
24 standard) that the POTW determines has caused, alone or in combination with other
25 discharges, Interference or Pass Through (including endangering the health of POTW or
26 SAWPA personnel or the general public);
27

28 4. Any discharge of a pollutant that has caused imminent endangerment to human
29 health or welfare or to the environment or has resulted in POTW's or SAWPA's
30 exercise of emergency authority to halt or prevent such a discharge;
31

32 5. Failure to meet, within ninety (90) days after the scheduled date, a compliance
33 schedule milestone contained in a local control mechanism or enforcement order, for
34 starting construction, completing construction, or attaining final compliance;
35

36 6. Failure to provide, within forty-five (45) days of the due date, any required
37 reports such as baseline monitoring reports, 90-day compliance reports, periodic self-
38 monitoring reports, and reports on compliance with compliance schedules;
39

40 7. Failure to accurately report non-compliance; or
41

42 8. Any other violations or group of violations, which may include a violation of
43 Best Management Practices, which the POTW or SAWPA determines will adversely
44 affect the operation and implementation of SAWPA's Pretreatment Program or the
45 Brine Line or tributaries thereto.
46

1 **QQQQ. Single Pass Cooling Water** shall mean water that is used solely for the purpose
2 of cooling and is used only once before being discharged.

3
4 **RRRR. Single Pass Heating Water** shall mean water that is used solely for the purpose
5 of heating and is used only once before being discharged.

6
7 **SSSS. Slug Discharge** shall mean any discharge of a non-routine, episodic nature,
8 including but not limited to an accidental spill or a non-customary batch discharge of
9 wastewater, material or waste with such a high volume or pollutant concentration which has the
10 potential to cause damage, Interference, or Pass Through in the Brine Line or tributaries thereto,
11 OCSD's POTW, or in any other way violates the POTW's regulations, Local Limits or Permit
12 conditions.

13
14 **TTTT. Special Purpose Discharge** shall mean a wastewater discharge to the Brine Line
15 or tributaries thereto requiring a Wastewater Discharge Permit which has origins from
16 unpolluted water, storm water runoff, groundwater, treated groundwater, subsurface drainage or
17 other similar sources of wastewater.

18
19 **UUUU. Stormwater** shall mean water or wastewater generated when precipitation from
20 rain and snowmelt events flows or accumulates over land or impervious surfaces and does not
21 percolate into the ground.

22
23 **VVVV. Temporary User** shall mean any User who is granted temporary permission by
24 the General Manager to discharge wastewater to the Brine Line or tributaries thereto and
25 controlled by a Wastewater Discharge Permit.

26
27 **WWWW. Total Dissolved Solids (TDS)** shall mean the total amount of all inorganic and
28 organic substances dispersed within a volume of water or wastewater that Pass Through a
29 laboratory filter and dried to a specified temperature in accordance with approved laboratory
30 methods.

31
32 **XXXX. Total Suspended Solids or Suspended Solids** shall mean the total amount of
33 matter on the surface of, or suspended in, water, wastewater, or other liquid, and that is
34 removable by laboratory filtering in accordance with approved laboratory methods.

35
36 **YYYY. Total Toxic Organics (TTO)** shall mean the sum of all quantifiable compounds
37 with values greater than 0.01 mg/L as described in a separate SAWPA Local Limits Resolution.
38 For specific Federal Categorical Pretreatment Standards, TTO is defined, including the list of
39 regulated toxic organic compounds, by 40 CFR and in the User's Wastewater Discharge Permit.

40
41 **ZZZZ. Unpolluted Water** shall mean water to which no pollutant has been added either
42 intentionally or accidentally.

43
44 **AAAAA. Upset** shall mean an exceptional incident which causes temporary and
45 unintentional non-compliance with the discharge limitations or prohibitions applicable to a User

1 or OCSD's POTW and which is beyond the reasonable control of a User or OCSD's POTW and
2 as more fully set forth in OCSD's NPDES permit, 40 CFR Part 403.16, and California Water
3 Code, Section 13385.

4
5 **BBBBB. User** shall mean any Member Agency, Contract Agency, Person or entity, public
6 or private, residential, industrial, commercial, governmental, institutional, or liquid waste hauler
7 that discharges or causes to be discharged, wastewater into the Brine Line or tributaries thereto.

8
9 **CCCCC. Waste** shall mean any discarded solid, semi-solid, liquid, or gaseous material.

10
11 **DDDDD. Wastestream** shall mean individually identifiable sources of waste that
12 contribute to a User's wastewater discharge.

13
14 **EEEEEE. Wastewater** shall mean the used water and water carried waste from a User that
15 is discharged to a sewer.

16
17 **FFFFF. Wastewater Discharge Contract** shall mean a written contract between
18 SAWPA and a Member Agency or between a Member Agency or a Contract Agency and a
19 potential User for the purpose of conveying a defined wastewater discharge capacity right to use
20 the Brine Line or tributaries thereto.

21
22 **GGGGG. Wastewater Discharge Permit** shall mean the permit issued and enforced by the
23 General Manager or designee permitting and regulating the discharge of wastewater into the
24 Brine Line and tributaries thereto.

25 26 **104.0 ADMINISTRATION.**

27
28 **A. Adoption of Interpretive Rules.** SAWPA's Commission may adopt interpretive
29 rules or resolutions consistent with the provisions of this Ordinance for the administration of the
30 Brine Line. Interpretive rules by SAWPA's Commission pertain to, but shall not be limited to,
31 discharge limitations, Pretreatment Requirements, standards for wastewater lines and services
32 and implementation of standards promulgated pursuant to the Federal Water Pollution Control
33 Act as amended by the Clean Water Act.

34
35 **B. General Powers of the General Manager.** Except as otherwise provided
36 herein, the General Manager shall administer, implement and enforce the provisions of this
37 Ordinance. Any powers granted or duties imposed upon the General Manager may be delegated
38 by the General Manager to persons acting in the beneficial interest or employ of SAWPA, but
39 shall remain the responsibility of the General Manager. In addition to the authority to prevent or
40 eliminate discharges through enforcement of discharge limitations and prohibitions, the General
41 Manager shall have the following powers:

42
43 **1. Endangerment to the community, environment, Brine Line or OCSD's**
44 **POTW.** The General Manager, after notice to the affected User, may immediately halt
45 or prevent any discharge of pollutants into the Brine Line or tributaries thereto, by any

means available, including physical disconnection from the Brine Line or tributaries thereto, whenever the wastewater discharge may endanger the health or welfare of the community, the environment, or threatens to damage or interfere with the operation of the Brine Line or tributaries thereto or OCSD's POTW. Such discharges may be halted or prevented without regard to the compliance by the User with other provisions of this Ordinance.

C. **Specific Powers of the General Manager.** If wastewater is discharged or proposed to be discharged into the Brine Line or tributaries thereto in violation of this Ordinance, any Wastewater Discharge Permit or any other order, the General Manager may take any action necessary to:

1. Prohibit the discharge of such wastewater;
2. Require a User to demonstrate that in-plant modifications will reduce or eliminate the pollutant or substance so that the discharge will not violate this Ordinance;
3. Require treatment, including storage facilities or flow equalization necessary to reduce or eliminate the pollutants or substance so that the discharge will not violate this Ordinance;
4. Require the User making, causing or allowing the discharge to pay any required industrial user permit fees, inspection fees, surcharges, fines, penalties, damages, legal expenses, attorney's fees and any other cost or expense incurred by SAWPA for handling, treating or disposing of excess pollutant loads imposed on OCSD's POTW, and/or associated with alleged or actual violations of OCSD's NPDES permit attributed to the User's discharge;
5. Require timely and factually complete reports from the User responsible for such discharge; and
6. Require such other or further remedial action as may be deemed to be desirable or necessary to achieve the purposes of this Ordinance.

105.0 NOTICE. Unless otherwise provided herein, any notice required of the General Manager under this Ordinance shall be in writing.

106.0 CONFIDENTIALITY. All User information and data obtained from reports, surveys, inspections, wastewater discharge applications, Wastewater Discharge Permits, and monitoring programs shall be available to the public and governmental agencies without restriction unless the User specifically requests in advance and is able to demonstrate to the satisfaction of SAWPA that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under California state law. The demonstration of the need for confidentiality made by the User must meet the burden necessary for withholding such information from the public under applicable state and federal laws. Information and data concerning or relating to wastewater quality and quantity shall not be

1 considered confidential. All sample data obtained either by the User or SAWPA shall not be
2 considered confidential. Confidential information shall be made available, upon request, to
3 governmental agencies for enforcement or judicial purposes related to this Ordinance, OCSD's
4 NPDES Permit or the Pretreatment Program, and as required by state or federal law.
5

6 **107.0 TIME LIMITS.** Any time limit or deadline provided in any written notice or any
7 provision of this Ordinance may be extended only by a written extension by the General
8 Manager and only upon a showing of good cause by the User.
9

ARTICLE 2
GENERAL PROHIBITIONS AND LIMITATIONS
ON DISCHARGES

201.0 PROHIBITED WASTE DISCHARGES. Except as hereinafter provided, no Person or User shall discharge or cause to be discharged into the Brine Line or tributaries thereto or any opening, sump, tank, clarifier, piping or waste treatment system which drains or flows into the Brine Line or tributaries thereto any of the following:

A. Any earth, sand, rocks, ashes, cinders, spent lime, stone, stone cutting dust, gravel, plaster, diatomaceous earth, concrete, glass, metal filings, or metal or plastic objects, garbage, grease, viscera, paunch manure, bones, hair, hides, or fleshings, whole blood, dead animals, feathers, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing fuel or lubrication oil and similar substances, or solid, semi-solid or viscous material in quantities or volume which will obstruct the flow of sewage in the Brine Line or tributaries thereto or any object which will cause clogging of a sewer or sewage lift pump, or interferes with the normal operation of the Brine Line or tributaries thereto or OCSD's POTW.

B. Any compound or material which will produce noxious odors in the Brine Line or tributaries thereto or OCSD's POTW.

C. Any discharge resulting in toxic gases, vapors or fumes within the Brine Line or tributaries thereto in a quantity that may cause acute health and safety problems for SAWPA employees, contract employees, the public, and OCSD's POTW.

D. Any recognizable portions of human or animal anatomy.

E. Any solids, liquids, gases, devices, or explosives which by their very nature or quantity are or may be, sufficient either alone or by interaction with other substances or sewage to cause fire or explosion hazards, exceed 10% of the lower explosive limit (LEL) at the point of discharge or in the collection system, or in any other way create imminent danger to SAWPA or contract wastewater personnel, OCSD's POTW, the environment or public health.

F. Any wastewater or material with a closed cup flash point of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.

G. Any overflow from a septic tank, cesspool or seepage pit, or any liquid or sludge pumped from a cesspool, septic tank or seepage pit, except as may be permitted by the General Manager.

H. Any discharge from the wastewater holding tanks of recreational vehicles, trailers, buses and other vehicles, except as may be permitted by the General Manager.

I. Any quantity of wastewater flow in excess of permitted limits or purchased capacity.

1 J. Any stormwater, groundwater, street drainage, subsurface drainage, yard drainage
2 or runoff from any field, roof, yard, driveway or street. The General Manager may approve, on a
3 temporary basis, the discharge of such water only when no reasonable alternative method of
4 discharge is available.

5
6 K. Any substance or heat in amounts which will inhibit biological activity in
7 OCSD's POTW resulting in Interference or which will cause the temperature of the sewage in
8 Brine Line or tributaries thereto to be higher than 140 degrees Fahrenheit. In no case shall any
9 substance or heat be discharged to the Brine Line or tributaries thereto which will raise OCSD's
10 POTW influent higher than 104 degrees Fahrenheit (40 degrees Celsius).

11
12 L. Any radioactive waste in excess of federal, state or county regulations.

13
14 M. Any pollutants, material or quantity of material which will cause:

- 15
16 1. Damage to any part of the Brine Line or tributaries thereto;
17
18 2. Abnormal maintenance of the Brine Line or tributaries thereto;
19
20 3. An increase in the operational costs of the Brine Line or tributaries thereto;
21
22 4. A nuisance or menace to public health;

23
24 5. Interference or Pass Through in OCSD's POTW, its treatment processes,
25 operations, biosolids processes, use or disposal. This applies to each User introducing
26 pollutants into the Brine Line or tributaries thereto whether or not the User is subject to
27 other national pretreatment standards or any national, State, or local pretreatment
28 requirements; or

29
30 6. A violation of the OCSD's NPDES permit, or any Federal, State, or local
31 regulatory requirement.

32
33 N. Any quantities of herbicides, algacides, or pesticides in excess of local limits or
34 national pretreatment standards.

35
36 O. Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil
37 origin in excess of local limits or national pretreatment standards.

38
39 P. Any material or quantity of material(s), including but not limited to fats, oils and
40 grease (FOG), which will cause abnormal sulfide generation, obstruct flows within the
41 collection system, or contributes to or causes a sanitary sewer overflow.

42
43 Q. Any water or wastewater used to artificially raise the Industrial User's volume
44 and added for the purpose of diluting wastes which would otherwise exceed applicable
45 permitted discharge limitations.

1 R. Any wastewater having a corrosive property capable of causing damage to the
2 Brine Line or tributaries thereto, OCSD's POTW, equipment, or structures or presenting a
3 hazard to SAWPA or contract personnel. However, in no case shall wastewater be discharged
4 to the Brine Line or tributaries thereto or OCSD's POTW with a pH less than 6.0, or greater
5 than 12.0.

6
7 S. Any substance which will cause discoloration of OCSD's POTW influent which
8 results in a violation of OCSD's NPDES permit.

9
10 T. Any pollutant, including oxygen demanding pollutants (BOD, COD, etc.),
11 released in a discharge at a flow rate and/or pollutant concentration which will cause
12 Interference with OCSD's POTW or SAWPA's Brine Line or tributaries thereto.

13
14 U. Pollutants which result in the presence of toxic gases, vapors, or fumes with
15 Brine Line or tributaries thereto or OCSD's POTW in a quantity that may cause acute worker
16 health and safety problems.

17
18 V. Any unpolluted water, including cooling water, heating water, stormwater,
19 subsurface water, single pass cooling water, and single pass heating water. The General
20 Manager may approve, on a temporary basis, the discharge of such water only when no
21 reasonable alternative method of discharge is available. The User shall pay all applicable user
22 charges and fees. Stormwater discharges to the Brine Line are not authorized. The General
23 Manager may provide authorization for stormwater discharges that meet the following
24 conditions: a) the surface area that discharges stormwater is less than 150 square feet; or b)
25 there are operational controls in place to minimize discharges (i.e. valves/drains can be
26 closed/plugged).

27
28 W. Any substance which may cause OCSD's POTW effluent or any other product
29 such as residues, biosolids, or scums to be unsuitable for reclamation or reuse or which will
30 interfere with any of the reclamation processes. This includes any material which will cause the
31 biosolids at OCSD's POTW to violate applicable biosolids use or disposal regulations
32 developed under the Federal Clean Water Act, 33 USCA, Section 1251 et seq., or any
33 regulations affecting biosolids use or disposal developed pursuant to the Solid Waste Disposal
34 Act, 42 USCA, Section 6901, et seq.; Clean Air Act, 42 USCA, Section 7401, et seq.; Toxic
35 Substance Control Act, 15 USCA, Section 2601, et seq., or any other applicable State
36 Regulations.

37
38 X. Any hazardous substance which violates the objectives of the General Pretreatment
39 Regulations (40 CFR 403), this Ordinance, or any statute, rule, regulation or chapter of any
40 public agency having jurisdiction over said discharge.

41
42 Y. Any material, pollutants or wastewater in excess of the quantities and limitations
43 established by resolution.

44
45 Z. Any radiator fluid or coolant, cutting oil, water soluble cutting oil, or water based
46 solvent.

1 AA. Detergents, surface-active agents, or other substances that might cause excessive
2 foaming, as determined by the General Manager, that may cause or contribute to additional
3 treatment costs incurred by SAWPA or a violation of OCSD's NPDES permit, or cause or
4 contribute to Pass Through, Interference, or other known damages in the Brine Line and/or
5 OCSD's POTW.

6
7 BB. Any discharges of reclaimable wastewater to the Brine Line that originate in the
8 SAWPA Brine Line service area shall be minimized and may only be disposed to the Brine Line
9 as identified in the Wastewater Discharge Permit.

10
11 **202.0 DILUTION PROHIBITED AS A SUBSTITUTE FOR TREATMENT.** No User shall
12 increase the use of water, or in any other manner, attempt to dilute a wastewater discharge as a
13 partial or complete substitute for adequate treatment to achieve compliance with this Ordinance
14 and the User's Wastewater Discharge Permit, or to establish an artificially high flow rate for
15 permitted mass emission rates or permitted flow amounts.

16
17 **203.0 LIMITATIONS ON GROUNDWATER SURFACE RUNOFF AND SUBSURFACE**
18 **DRAINAGE.**

19
20 A. Groundwater, surface runoff water, or subsurface drainage shall not be
21 discharged into the Brine Line or tributaries thereto, except as provided herein. The General
22 Manager may approve the discharge of such water only as a part of a water quality improvement
23 program approved by the General Manager and when no alternative method of disposal is
24 reasonably available and to mitigate an environmental risk or health hazard.

25
26 B. Special Purpose Discharges (i.e. groundwater, surface runoff water, or subsurface
27 drainage) approved by the General Manager for discharge to the Brine Line or tributaries thereto
28 shall require a Wastewater Discharge Permit.

29
30 **204.0 LIMITATIONS ON UNPOLLUTED WATER.**

31
32 A. Unpolluted Water which may include single pass cooling water shall not be
33 discharged to the Brine Line or tributaries thereto, except as provide herein. The General
34 Manager may approve the discharge of such water only as a part of a water quality improvement
35 program approved by the General Manager and when no reasonable alternative method of
36 disposal or reuse is available, or to mitigate an environmental risk or health hazard.

37
38 B. Unpolluted water approved for discharge to the Brine Line or tributaries thereto
39 shall require a Wastewater Discharge Permit from SAWPA.

40
41 **205.0 LIMITATIONS ON DOMESTIC WASTEWATER AND SEPTAGE WASTE.**

42
43 A. Domestic wastewater or septage waste from a private sewage disposal system
44 shall not be discharged to the Brine Line or tributaries thereto, except in specific cases
45 authorized by the General Manager. The General Manager may approve the discharge on a
46 temporary basis when no reasonable alternative method is available.

1 B. All approved temporary domestic wastewater or septage waste discharges to the
2 Brine Line or tributaries thereto shall require a Wastewater Discharge Permit from SAWPA.
3 The User granted the permit shall be responsible for all applicable charges and fees and shall
4 abide by all permit conditions.
5

6 **206.0 LIMITATIONS ON POINT OF DISCHARGE.** No Person or User shall discharge any
7 wastewater directly into a maintenance access structure, manhole or other opening in the Brine
8 Line or tributaries thereto other than through an approved building sewer connection, unless
9 written permission for the discharge has been granted by the General Manager. This prohibition
10 shall not apply to authorized SAWPA personnel, contract employees, or Member Agency and
11 Contract Agency employees involved with the maintenance, cleaning, repair, or inspection of
12 the Brine Line or tributaries thereto.
13

14 **207.0 LIMITATIONS ON THE USE OF GRINDERS.** Waste from industrial or commercial
15 grinders shall not be discharged to the Brine Line or tributaries thereto, except waste generated
16 in packing or preparing food or food products, but not food service establishments. Such
17 grinders shall shred the waste to a degree that all particles will be carried freely under normal
18 flow conditions prevailing in the Brine Line or tributaries thereto. Waste from food service
19 establishments operating a grinder is prohibited and shall not be discharged into the Brine Line
20 unless written authorization from the SAWPA General Manager is provided.
21

22 **208.0 LIMITATIONS ON BIOCHEMICAL OXYGEN DEMAND (BOD).** All wastewater
23 discharged to the Brine Line or tributaries thereto shall have a daily maximum and a monthly
24 average limit for BOD. All BOD discharges in excess of the established limitations shall be
25 subject to a surcharge fee and/or a noncompliance fee. These limitations, surcharge fees and
26 noncompliance fees shall be established by resolution by SAWPA's Commission.
27

28 **209.0 LIMITATIONS ON INFECTIOUS WASTE DISPOSAL.**
29

30 A. Those Users that generate liquid infectious waste not associated with those found
31 in domestic wastewater must obtain written permission from the General Manager prior to
32 disposal of the liquid infectious waste to the Brine Line or tributaries thereto. The User must
33 submit a written request to the General Manager that shall include:
34

- 35 1. The source and volume of the infectious waste;
 - 36 2. The procedures and equipment used for waste disinfection; and
 - 37 3. Employee training procedures.
- 38

39 B. If the General Manager determines that the waste would not be completely
40 disinfected, the General Manager shall issue a written denial to the User and state the reasons for
41 the denial. This denial shall be issued within thirty (30) days from receipt of the written request.
42

43 C. If the General Manager determines that complete disinfection of the waste can
44 be achieved prior to discharge of the waste to the collection system, then conditional written

1 approval may be granted by the General Manager for the disposal of the waste. Such written
2 letter of approval shall be sent to the User within thirty (30) days of receipt of the written
3 request.

4
5 D. If the User is granted permission for disposal, the User shall:

6
7 1. Completely disinfect the liquid waste prior to discharge to the Brine Line or
8 tributaries thereto as outlined in the approval letter;

9
10 2. Not dispose of solid infectious waste to the Brine Line or tributaries thereto,
11 including hypodermic needles, syringes, instruments, utensils or other paper and plastic
12 items of a disposable nature, or recognizable portions of the human or animal anatomy;
13 and

14 3. Permit the General Manager to conduct periodic inspections to verify that all
15 disinfection methods, procedures, and practices are being performed.
16

17 **210.0 LIMITATIONS ON DISPOSAL OF WASTE SOLUTIONS AND SLUDGES.** All
18 waste solutions, sludges, and materials in violation of the User's Wastewater Discharge Permit
19 limitations for discharge to the Brine Line or tributaries thereto, shall be disposed of in a legally
20 approved manner at a legally approved disposal site specific for the waste being disposed. All
21 disposed waste shall be properly manifested as to its origin, type, amount and disposal site in
22 compliance with all applicable laws and regulations.
23

24 **211.0 SLUG DISCHARGES.**

25
26 A. If the General Manager determines that a User has caused a slug discharge into
27 the Brine Line or tributaries thereto in quantities or concentrations and in a manner or method
28 not previously approved by the General Manager, then the User shall be liable for any non-
29 compliance monetary fee, fine or penalty as established by resolution by SAWPA's
30 Commission. If the User's slug discharge has resulted in damage to the Brine Line or tributaries
31 thereto or caused Interference or Pass Through at OCSO's POTW, then the User shall be liable
32 for all associated costs including, administrative costs and overhead, treatment, repairs,
33 regulatory fines, penalties, legal expenses, damages, and attorney's fees. All Wastewater
34 Discharge Permits issued to SIUs will contain slug control requirements in accordance with 40
35 CFR 403.8(f)(1)(iii)(B)(6).
36

37 B. Upon finding that a User has caused a slug discharge into the Brine Line or
38 tributaries thereto, then the User shall submit a written report to the General Manager how the
39 slug discharge occurred and how it will be prevented in the future. This report shall be due
40 within five (5) days of notification to the User by the General Manager.
41

42 C. Repeated slug discharges by the User shall be grounds for permit revocation and
43 cessation of all wastewater discharges to the Brine Line or tributaries thereto.
44
45

ARTICLE 3
WASTEWATER DISCHARGE CONTRACTS
USER CHARGES AND FEES

301.0 INTRODUCTION. To obtain the maximum benefit from the use of the Brine Line and tributaries thereto, written authorizations from SAWPA to use the Brine Line or tributaries thereto are required. These written authorizations shall be in the form of a Wastewater Discharge Contract (applicable to Direct Dischargers) and a Wastewater Discharge Permit (applicable to Direct and Indirect Dischargers).

302.0 WASTEWATER DISCHARGE CONTRACT BETWEEN SAWPA AND A MEMBER AGENCY OR CONTRACT AGENCY. A written Wastewater Discharge Contract, also known as a treatment and disposal agreement, is required between SAWPA and a Member Agency or a Contract Agency wherein the Member Agency or the Contract Agency purchases from SAWPA a right to discharge a specified amount of approved wastewater into the Brine Line or tributaries thereto. The amount of this right will ordinarily be expressed in “capacity units” or million gallons per day (MGD). The minimum capacity unit shall be 0.010 MGD. The Wastewater Discharge Contract shall include but not be limited to:

A. The amount of the discharge right to be purchased (Flow (MGD), BOD (concentration and pounds), TSS (concentration and pounds);

B. The purchase price of the discharge right as established by SAWPA’s Commission;

C. A description of operation and maintenance costs, fixed fees and other costs to be paid to SAWPA;

D. A provision that the Wastewater Discharge Contract shall conform with all provisions of SAWPA ordinances and resolutions regulating the availability and use of the Brine Line or tributaries thereto.

E. A description of the operational and regulatory reporting responsibilities as required to comply with applicable State and local regulations including, but not limited to, the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

The Wastewater Discharge Contract shall be in addition to a separate agreement(s) by which the Member Agency or the Contract Agency obtained Pipeline Capacity rights. To discharge to the Brine Line sufficient Pipeline Capacity rights and Treatment and Disposal Capacity rights are required.

1 **303.0 WASTEWATER DISCHARGE CONTRACTS BETWEEN A MEMBER AGENCY**
2 **OR A CONTRACT AGENCY AND A USER OF THE BRINE LINE OR TRIBUTARIES**
3 **THERE TO.**
4

5 A. Any potential User of the Brine Line or tributaries thereto must first apply to the
6 Member Agency or the Contract Agency with jurisdiction for a Wastewater Discharge Contract.
7 After review and acceptance of the potential User's application, the Member Agency or the
8 Contract Agency must enter into a Wastewater Discharge Contract with the potential User
9 before the User may discharge to the Brine Line or tributaries thereto. The Wastewater
10 Discharge Contract shall be in accordance with Section 302.0 of this Ordinance. The potential
11 User shall pay to the Member Agency or the Contract Agency all costs associated with
12 Wastewater Discharge Contract. A Wastewater Discharge Contract must be obtained from a
13 Member Agency or a Contract Agency prior to filing an application for a Wastewater Discharge
14 Permit.
15

16 B. All wastewater to be discharged pursuant to the Wastewater Discharge Contract
17 between a Member Agency or a Contract Agency and a User shall be contingent upon the
18 issuance by SAWPA to the potential User, a Wastewater Discharge Permit, pursuant to Article 4
19 of this Ordinance. The User shall also apply for a Wastewater Discharge Permit in accordance
20 with Article 4 of this Ordinance.
21

22 C. All fees and charges paid by the User in connection with the Wastewater
23 Discharge Contract and the Wastewater Discharge Permit are non-refundable. In the event that
24 the Wastewater Discharge Permit is revoked, the User shall not be entitled to any refund of any
25 fees and charges it has paid the Member Agency or the Contract Agency or SAWPA.
26

27 **304.0 USER CHARGES AND FEES.**
28

29 A. Users shall pay to SAWPA the following categories of costs in conformance with
30 the Wastewater Discharge Contracts and the applicable resolutions adopted by SAWPA's
31 Commission:
32

33 1. Operation and Maintenance Costs or User Charges. These charges shall
34 include disposal costs for a direct connection to the Brine Line plus all applicable
35 charges and fees as established by resolution by SAWPA's Commission;
36

37 2. Liquid Waste Hauler User Charges. These charges shall cover all costs of
38 SAWPA and its Member Agencies or its Contract Agencies for providing Collection
39 Station service to liquid waste haulers using the Brine Line or tributaries thereto for
40 wastewater disposal. These charges shall be established by resolution by SAWPA's
41 Commission;
42

43 3. Wastewater Discharge Permit Fees. All Wastewater Discharge Permit
44 application and Wastewater Discharge Permit fees shall be paid directly by the User to
45 SAWPA and/or Member Agencies and/or Contract Agencies upon invoice. These fees
46 will be established by resolution by SAWPA's Commission.

1 4. Special Purpose Discharge Permit Charge. This charge shall cover all
2 SAWPA's costs for providing sewerage service and monitoring for users requiring a
3 Special Purpose Wastewater Discharge Permit. These costs shall be established by the
4 General Manager. A deposit determined by the General Manager sufficient to pay these
5 estimated charges shall accompany the Special Purpose Wastewater Discharge Permit
6 Application.

7
8 5. All Users shall pay all applicable permit fees prior to the renewal of the
9 Wastewater Discharge Permit.

10
11 6. Non-Compliance Charges will be as determined in Article 6, Enforcement
12 and shall be paid directly by the User to SAWPA and/or Member Agencies and/or
13 Contract Agencies upon invoice. The charges will Pass Through compliance costs from
14 OCSD, if any.

15
16 B. A charge for use of the Brine Line or tributaries thereto may be imposed by a
17 Member Agency or a Contract Agency to Wastewater Discharge Permit Users. All such charges
18 shall be paid by the User directly to the Member Agency or the Contract Agency in accordance
19 with Section 303.0 of this Ordinance.

20
21 C. SAWPA shall be entitled to recover costs from Users for the implementation of
22 SAWPA's pretreatment program. These costs relate to matters covered by this Ordinance and
23 are separate from all other fees chargeable by SAWPA. SAWPA may adopt a resolution(s) to
24 recover such costs for:

- 25
26 1. Developing, implementing, and operating SAWPA's Pretreatment Program
27 and this Ordinance.
28
29 2. Monitoring, inspection, surveillance procedures and laboratory costs.
30
31 3. Reviewing plans and construction inspections.
32
33 4. Wastewater discharge permit application review.
34
35 5. Wastewater discharge permit issuance.
36
37 6. Reviewing data and reports.
38
39 7. Noncompliance and enforcement.
40

41 D. Member Agencies or Contract Agencies may directly charge Users for costs
42 related to Collection System maintenance of the Member Agency's or the Contract Agency's
43 Collection System due to the effects of the User's wastewater discharge on the Member
44 Agency's or the Contract Agency's Collection System.

ARTICLE 4
WASTEWATER DISCHARGE PERMITS

401.0 INTRODUCTION. Written authorization from SAWPA is required for all Users of the Brine Line and tributaries thereto to ensure the maximum public benefit. The written authorization shall be in the form of a Wastewater Discharge Permit issued by SAWPA. SAWPA will issue all Liquid Waste Hauler Permits issued to entities transporting brine wastewater to the Collection Stations, per Article 509.0.

402.0 WASTEWATER DISCHARGE PERMITS.

A. Users subject to the provisions of this Ordinance shall obtain a Wastewater Discharge Permit prior to the connection or discharge to the Brine Line or tributaries thereto. No vested right shall be given, granted or acquired by the issuance of permits provided for in this Ordinance. User Wastewater Discharge Permits may be issued to Direct Dischargers or Users, Special Purpose Dischargers, and Indirect Dischargers or Users.

B. Plans submitted for a sewer connection to the Brine Line or tributaries thereto shall not be approved by the General Manager for any sewer connection which will convey industrial wastewater to the Brine Line or tributaries thereto unless the Discharger has first obtained a Wastewater Discharge Permit.

C. The General Manager shall deny or condition discharges of pollutants, or changes in the nature of pollutants, to the Brine Line or tributaries thereto by Users where such discharges do not meet applicable pretreatment standards and requirements or where such discharges would cause OCSD's POTW to violate its NPDES permit.

D. Users required to obtain a Wastewater Discharge Permit shall complete and file with the General Manager a Wastewater Discharge Permit application form provided by the General Manager and shall pay all applicable fees within thirty (30) days of invoicing by SAWPA. The application form may require:

1. Name, address, assessor's parcel number and location (if different from the site address) for the company, owner, and operator.
2. Name and address of the authorized representative(s).
3. NAICS number according to the Federal North American Industry Classification System, Office of Management and Budget, 1997, as amended.
4. EPA hazardous waste generator's number.
5. Wastewater samples analyzed for specified pollutants. The samples shall be analyzed by a State certified laboratory in accordance with the methods published by the EPA in 40 CFR Part 136.

6. Time and duration of the wastewater discharges.
7. Average and maximum daily wastewater flow rates, including any seasonal variation of all wastestreams discharged.
8. A list of all environmental control permits held.
9. A statement from the property owner or landlord, if different from the Industrial User, agreeing to the Industrial User's activities, manufacturing processes, and chemical and material storage.
10. Site plans, floor plans, mechanical and plumbing plans with details to show all sewers, sewer connections, pretreatment equipment, systems and devices, production areas and all areas of wastewater generation.
11. A description of operations which shall include the nature, average rate of production, and NAICS classification of the operation(s) carried out by the Industrial User. This description shall include a schematic process diagram that indicates water quality sampling location(s), and points of discharge to the Brine Line or tributaries thereto, types of wastes generated, and a list of raw materials and chemicals used or stored at the facility, which are, or could be discharged to the Brine Line, number of employees, hours of operation, and type and amount of raw materials processed.
12. Informational sheets containing information describing the products produced by the User; Federal Categorical designation (if applicable); what means are used to produce the products; the waste generated by producing the product; plot plans and diagrams of the facility and wastewater pretreatment facilities; process flow diagrams of production, wastewater flow, and wastewater pretreatment facilities; and waste disposal methods;
13. Flow measurement. The User shall submit information showing the measured average daily and maximum daily flow in gallons per day to SAWPA from federally regulated process wastestreams and other wastestreams as necessary to allow use of the Combined Wastestream Formula. Water supply information may be required that includes the water supplier's name(s) and account number(s).
14. Measurement of pollutants. The User shall identify the National Pretreatment Standard applicable to each regulated process and shall describe which subcategories might be applicable and cite evidence and reasons why such subcategories are applicable and others are not as required by 40 CFR 403.6(a)(2). The User shall submit the results of sample analyses identifying the nature and concentration (or mass where required) of regulated pollutants in the discharge from each regulated process. Either daily maximum and average concentration or daily loading in pounds per day shall be reported. All samples shall be representative of daily operations. All analyses shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto.

1 15. Certification statement in 40 CFR Part 403.6(a)(2)(ii) executed by an
2 authorized representative of the User and prepared by a qualified professional,
3 indicating whether or not pretreatment standards (national categorical and local) are
4 being met on a consistent basis. If not, the industrial user shall state if additional
5 operation and maintenance or additional pretreatment equipment is necessary to achieve
6 compliance with pretreatment standards and requirements.
7

8 16. All data submitted, including monitoring data, shall be certified accurate by
9 an authorized representative of the Industrial User as set forth in 40 CFR Part
10 403.6(a)(2)(ii).
11

12 17. Facility Waste Management Plan as defined in Section 520.0 of this
13 Ordinance.
14

15 18. Where a federal categorical process has been identified, the User shall submit
16 a Baseline Monitoring Report with all the elements required by 40 CFR 403.12 (b) no
17 later than ninety (90) days before discharge commences.
18

19 19. Any other information as may be necessary for the General Manager to
20 evaluate the permit application.
21

22 E. Within ninety (90) days of receiving the completed Wastewater Discharge Permit
23 application, the General Manager shall evaluate the data furnished by the applicant in the permit
24 application. After evaluation of the data furnished, the General Manager may issue a
25 Wastewater Discharge Permit subject to the terms and conditions provided in this Ordinance or
26 deny a Wastewater Discharge Permit. If the General Manager determines that sufficient
27 information has been provided by the applicant in the Wastewater Discharge Permit application,
28 the General Manager shall issue a Wastewater Discharge Permit to the applicant within ninety
29 (90) days of receipt of the Wastewater Discharge Permit application, if the General Manager
30 finds that all of the following conditions are met:
31

32 1. The proposed discharge of the applicant is in compliance with the
33 prohibitions and limitations of this Ordinance and related SAWPA resolutions;
34

35 2. The proposed operation and discharge of the applicant would not interfere
36 with the normal and efficient operation of the Brine Line or tributaries thereto and
37 OCSD's POTW;
38

39 3. The proposed discharge, operation or business activity of the applicant shall
40 not result in a violation of OCSD's NPDES permit or cause a Pass Through of any toxic
41 materials to the environment or OCSD's POTW biosolids; and
42

43 4. The applicant has been invoiced for all applicable Wastewater Discharge
44 Permit fees by SAWPA and paid such fees.
45
46

1 F. The General Manager may suspend the permit application process if the User's
2 business will not be operational and no wastewater is planned for discharge at the conclusion of
3 the application review process. The User must notify the General Manager at least ninety (90)
4 days prior to the commencement of the business activities and wastewater discharge.
5

6 G. If the General Manager determines that the proposed discharge(s) will not be
7 acceptable, then the General Manager shall disapprove the application and shall notify the
8 applicant in writing, specifying the reason(s) for denial. The denial may apply if the User has not
9 demonstrated adequate pretreatment equipment to ensure compliance with discharge limitations
10 and the Ordinance.
11

12 H. Approved Wastewater Discharge Permits shall be subject to all provisions of this
13 Ordinance and all other applicable regulations, charges and fees established by resolution by
14 SAWPA's Commission. Permits may contain the following except where noted as required:
15

16 1. A statement that indicates the permit issuance date, expiration date and
17 effective date (required);
18

19 2. A statement that the indicates the permit is non-transferrable (required);
20

21 3. The unit charge or schedule of user charges and fees for the wastewater
22 discharged to the Brine Line and tributaries thereto as established by ordinance or
23 resolution;
24

25 4. Schedule of penalty fees for noncompliance as established by resolution
26 (required);
27

28 5. Limitations on the average monthly and maximum daily wastewater
29 pollutants and mass emission rates for pollutants and/or requirements for Best
30 Management Practices (required);
31

32 6. Limitations on the average monthly and maximum daily wastewater flow
33 rates;
34

35 7. Requirements for the submittal of a Facility Waste Management Plan;
36

37 8. Requirements for the submittal of daily, monthly, annual and long term
38 production rates;
39

40 9. Requirements for reporting changes and/or modifications to equipment
41 and/or processes that affect the quantity or quality of the wastewater discharged;
42

43 10. Requirements for installation and maintenance of monitoring and sampling
44 equipment and devices;
45
46

1 11. Self-monitoring, sampling, reporting, notification, and record keeping
2 requirements. These requirements shall include an identification of pollutants or BMPs
3 to be monitored, sampling location, sampling frequency, and sample type (required);
4

5 12. The process for seeking a waiver from monitoring for a pollutant neither
6 present nor expected to be present in the discharge (required);
7

8 13. Requirements for the installation of pretreatment technology, pollution
9 control, or construction of appropriate spill containment devices;
10

11 14. Specifications for monitoring programs which may include: sampling
12 location(s); frequency of sampling; pollutant violation notification and resampling
13 requirements; number, types and standards for tests; reporting schedules; and self-
14 monitoring standard operating procedures (SOPs);
15

16 15. Requirements to control Slug Discharge, if determined by the General
17 Manager to be necessary;
18

19 16. Requirements for reporting flow and pollutant exceedances;
20

21 17. Consent to entry onto the User's premises to assess compliance by
22 inspection, records examination, sampling, and monitoring;
23

24 18. If compliance with pretreatment standards cannot be met on a consistent
25 basis, then a schedule of compliance shall be required. This schedule shall provide the
26 shortest possible time for the User to provide additional pretreatment and/or operations
27 and maintenance to achieve compliance. The compliance schedule shall contain
28 increments of progress (called milestones) in the form of dates, not to exceed nine (9)
29 months unless specifically approved otherwise by the Commission, for the
30 commencement and completion of major events leading to the construction and
31 operation of additional pretreatment required for the User to achieve compliance with
32 applicable categorical pretreatment standards;
33

34 19. Compliance Schedule Progress Reports, if required, shall be submitted every
35 thirty (30) days during the time the compliance schedule is in force, including a final
36 compliance report at the conclusion of the compliance schedule. The User shall state
37 whether or not compliance was achieved for the increment of progress to be met on such
38 a date. If progress cannot be achieved, the User shall state the reasons for the delay and
39 the steps to be taken to return to the dates originally established in the compliance
40 schedule;
41

42 20. Requirements for submission of technical reports, contingency plans or
43 discharge reports, Baseline Monitoring Reports (BMR), compliance reports, or reports
44 on continued compliance;
45
46

1 21. Reports on compliance with Categorical Pretreatment Standard Deadlines.
2 All Categorical Industrial Users shall submit reports to the General Manager containing
3 the information described in Section 501. For existing Categorical Industrial Users, the
4 report shall be submitted within ninety (90) days following the date for final compliance
5 with applicable categorical pretreatment standards. For new Categorical Industrial
6 Users, the report shall be due thirty (30) days following the commencement of
7 wastewater discharge into the Brine Line or tributaries thereto. These reports shall
8 contain long term production rates and actual production during the wastewater
9 sampling periods; All reports must have an accompanying statement reviewed by an
10 authorized representative of the User and certified to by a qualified professional stating
11 whether the pretreatment standards are or are not being met as set forth in 40 CFR
12 Section 403.12(b)(6) and amendments thereto;
13

14 22. All significant and Categorical Industrial Users shall submit Periodic
15 Compliance Reports at least every six months as specified in the Wastewater Discharge
16 Permit. These reports shall include effluent sample analyses with the name and
17 concentration or mass of the pollutants in the Wastewater Discharge Permit; average and
18 maximum daily wastewater flows for all regulated processes and total flow for the
19 reporting period; average and maximum daily production rates (if applicable); total
20 production for the reporting period (if applicable), and information related to the
21 application and compliance with Best Management Practices in use (if applicable);
22

23 23. All required reports: BMRs, compliance reports, periodic reports on
24 continued compliance, and sample data submittals, must be signed and certified by an
25 authorized representative of the User, using the certification statement contained in 40
26 CFR Part 403.6(a)(2)(ii);
27

28 24. Requirements for maintaining and retaining all records relating to the
29 wastewater monitoring, sample analyses, production, waste disposal, recycling, and
30 waste minimization as specified by the General Manager;
31

32 25. Requirements for notification of slug or accidental discharges, immediate
33 notification of the General Manager of any changes affecting the potential for a slug
34 discharge and significant changes in volume or characteristics of the pollutants
35 discharged;
36

37 26. Requirement for notification to SAWPA of all on-site spills;
38

39 27. Statement of applicable civil and criminal penalties for violation of
40 pretreatment standards and requirements, and any other applicable compliance schedule,
41 and responsibility for damages, legal expenses, attorney's fees, administrative and
42 overhead costs for violation of any applicable pretreatment ordinances, standards and
43 requirements and this Ordinance and amendments thereto (required);
44

45 28. No wastewater generated outside the SAWPA service area shall be accepted
46 unless prior approval is received from SAWPA's Commission and OCSD's General

1 Manager. Such approval will be on a case-by-case basis and in the Commission's and
2 OCSD's sole discretion; and

3
4 29. Other conditions as deemed appropriate by the General Manager to ensure
5 compliance with this Ordinance.
6

7 I. Wastewater Discharge Permit conditions and requirements may be appealed in
8 writing to the General Manager within fifteen (15) days after the issuance date. The written
9 appeal shall state all of the facts and reasons that constitute the basis for such an appeal. The
10 written appeal shall be addressed by the General Manager within thirty (30) days from the date
11 of filing of the written appeal and may hold an appeal hearing with the Permittee. The General
12 Manager shall issue a final written determination on the appeal within forty-five (45) days from
13 the date of filing of the written appeal. Any User aggrieved by the final decision issued by the
14 General Manager under this Section may seek an appeal to the SAWPA Commission by filing
15 an appeal within fifteen (15) days following the service of the General Manager's final written
16 determination on the appeal. The written appeal to the Commission shall state all of the facts
17 and reasons that constitute the basis for such an appeal. Failure to file such an appeal within
18 fifteen (15) days shall be deemed a waiver of the appeal process.
19

20 **403.0 PERMIT DURATION.** Wastewater Discharge Permits shall be issued for a specified
21 time period. Wastewater Discharge Permits issued to SIUs shall normally be issued for a period
22 not to exceed two (2) years. Wastewater Discharge Permits issued to Users other than SIUs and
23 Special Purpose Discharge Permits shall normally not exceed three (3) years. Wastewater
24 Discharge Permits issued to Liquid Waste Haulers shall normally not exceed two (2) years.
25 Generally, permits shall not exceed the duration allowed by OCSD Ordinance No. 39 or
26 successors thereto. Under no circumstances shall a Wastewater Discharge Permit duration
27 exceed five (5) years.
28

29 **404.0 DUTY TO COMPLY.** All Users have a duty to comply with this Ordinance, related
30 resolutions, and all conditions and limitations in the permit. Failure to comply with the
31 requirements contained in this Ordinance, related resolutions and/or the permit may be grounds
32 for Wastewater Discharge Permit Revocation pursuant to Section 607.0, termination of service
33 pursuant to Section 608.0, administrative actions, or enforcement proceedings including,
34 injunctive relief, civil or criminal penalties, and summary abatements pursuant to Article 6 of
35 this Ordinance. Mandatory minimum penalties shall also be assessed where appropriate.
36

37 **405.0 PERMIT RENEWAL, EXTENSION AND FEES.** All Users subject to wastewater
38 discharge permitting by SAWPA shall submit a completed Wastewater Discharge Permit
39 application for permit renewal at least ninety (90) days prior to the expiration of the User's
40 existing permit. All Users shall pay all applicable permit fees prior to the renewal of the
41 Wastewater Discharge Permit. No Wastewater Discharge Permit shall be renewed if the User
42 has not paid all applicable fees within thirty (30) days of invoicing by SAWPA, submitted
43 required monitoring information or production reports, or submitted any other required permit
44 information. In the event the General Manager cannot issue the permit prior to the expiration
45 date of the current permit and the submitted application has been received and deemed
46 complete, he/she may issue a written extension of the expired permit for up to thirty (30) days or

1 as deemed appropriate by the General Manager. Users which do not have a valid Wastewater
2 Discharge Permit shall be considered in violation of this Ordinance and subject to enforcement
3 action and any applicable surcharge fee, fine, penalties, damages, legal expenses, attorney's fees,
4 administrative and overhead costs.

5
6 **406.0 PERMIT MODIFICATIONS.** The terms and conditions of the Wastewater Discharge
7 Permit may be subject to modification by the General Manager during the term of the permit as
8 limitations or requirements are modified or added or due to other just causes including, but not
9 limited to:

10
11 A. To incorporate any new or revised federal, state, or local pretreatment standards
12 or requirements;

13
14 B. To address significant alterations or modifications to the User's operation,
15 processes, or wastewater volume or character since the time of the Wastewater Discharge Permit
16 issuance;

17
18 C. A change in the OCSD's POTW that requires either a temporary or permanent
19 reduction or elimination of the permitted discharge. Reasonable time frames for compliance
20 will be used for Users affected by the change(s);

21
22 D. The permitted wastewater discharge poses a threat to the OCSD's POTW,
23 SAWPA personnel, contract employees, the public, or receiving waters;

24
25 E. Violation of any term or condition of the Wastewater Discharge Permit;

26
27 F. Misrepresentations or failure to fully disclose all relevant facts in the Wastewater
28 Discharge Permit application or in any required reporting; or

29
30 G. To correct typographical or other errors in the Wastewater Discharge Permit.

31
32 Any modifications in the permit shall include a reasonable time schedule for compliance, if
33 necessary.

34
35 **407.0 NO PERMIT TRANSFER OR ASSIGNMENT.** Wastewater discharge permits are
36 issued to a specific User for a specific operation for a specified time. No Wastewater Discharge
37 Permit shall be assigned, transferred, pledged or sold to a new owner, new User, or different
38 premises. The permit is void if an attempt is made to assign, transfer, pledge or sell the permit to
39 a new owner, new User, or a different premise.

40
41 **408.0 WASTEWATER DISCHARGE CONTRACT CAPACITY RIGHTS.** Except as
42 otherwise provided in Section 409.0 below, no User shall exceed its wastewater discharge
43 capacity right into the Brine Line or tributaries thereto. Whenever a User's monthly average
44 flow exceeds the User's Wastewater Discharge Permit capacity right, the User shall notify the
45 appropriate Member Agency or Contract Agency and SAWPA within five (5) calendar days of
46 discovering the exceedance. If the monthly average flow exceedance is an isolated event, then

1 the User shall be liable for costs incurred with the additional wastewater discharge in excess of
2 the purchased discharge capacity right. If the daily exceedance is a necessary part of the User's
3 business activities, then the User shall, within five (5) calendar days, make application to
4 acquire and pay for sufficient additional wastewater discharge capacity right in the Brine Line or
5 tributaries thereto which shall be retroactive to the date of the exceedance. The additional
6 purchased capacity right shall result in a wastewater discharge capacity right that exceeds the
7 User's daily flow by ten (10) percent or as approved by the General Manager. Any User who
8 fails to purchase the additional wastewater discharge capacity right when required shall be
9 subject to enforcement actions.

10
11 **409.0 OPERATIONAL EMERGENCY DISCHARGE.** Notwithstanding the provisions of
12 Section 408.0 above, if due to an operational emergency, a User must discharge in excess of its
13 existing wastewater discharge capacity right, then, after providing the General Manager with at
14 least two (2) business days advance notice if practicable, the User may do so for a period not to
15 exceed one-hundred eighty (180) days without incurring the obligation to purchase an additional
16 wastewater discharge capacity right, provided that the User fully complies with the provisions of
17 this Section, this Ordinance, permit conditions at all times, and pays for such discharge as
18 determined by the General Manager.

19
20 A. As used herein, "Operational Emergency", shall mean an equipment breakdown
21 or other malfunction which causes the User to discharge in excess of its existing treatment and
22 disposal capacity right in the Brine Line.

23
24 B. Prior to or by the next business day following the commencement of the
25 emergency discharge the User shall provide written notice to the General Manager identifying:

- 26
27 1. The nature of the emergency requiring the excess discharge;
28
29 2. The anticipated duration of the excess discharge; and
30
31 3. The name of the user's employee whom the General Manager may contact
32 for further information.

33
34 C. The General Manager may order that such emergency discharges cease
35 immediately or impose on the Discharger such requirements as the General Manager deems
36 appropriate and necessary to protect SAWPA's facilities and interest, including the Brine Line
37 and tributaries thereto, and OCSD's POTW.

38
39 D. User shall pay to SAWPA a surcharge on the flow exceeding the User's existing
40 wastewater discharge capacity right, in addition to the payment of the volumetric, BOD and
41 TSS charges for the entire daily flow. The surcharge shall be applied to the excess flow, BOD
42 and TSS and be calculated using the rate established annually by Resolution of the Commission.

43
44 E. If upon expiration of the one hundred eighty (180) day period the User's daily
45 flow continues to exceed the User's existing wastewater discharge capacity right, then the User
46 shall immediately acquire additional increments of wastewater discharge capacity right pursuant

1 to Section 408.0 of this Ordinance.

2
3 F. A User causing or making an Operational Emergency Discharge shall be liable
4 for any surcharges, fees, fines, penalties, damages, legal expenses, attorney's fees,
5 administrative and overhead costs, and other direct or indirect costs incurred by SAWPA as a
6 result of such discharge.

7
8 **410.0 LIQUID WASTE HAULER PERMITS.** Prior to discharging any wastewater to the
9 Brine Line or tributaries thereto, Users hauling and disposing of wastewater to a Collection
10 Station must apply for and obtain a separate liquid waste hauler permit. This permit is separate
11 and in addition to the Wastewater Discharge Permit required for each wastewater Indirect
12 Discharger or Generator. Liquid waste hauler permits are issued by the SAWPA General
13 Manager in accordance with Sections 401 and 402; after all required permit application
14 information, insurance, and fees are provided. Additional liquid waste hauler requirements are
15 defined in Section 509.0. All liquid waste haulers shall comply with all permit requirements
16 and conditions, permitting and disposal procedures as established by this Ordinance, and pay all
17 applicable fees established by resolution. All liquid waste haulers shall obtain all other
18 applicable permits required by city, county or state agencies. All liquid waste haulers shall also
19 abide by the following requirements and conditions:

20
21 A. Hauling and disposing of wastewater only to a designated and authorized Brine
22 Line Collection Station for permitted liquid waste haulers shall be established by SAWPA.

23
24 B. Liquid waste haulers seeking a permit to use SAWPA's Brine Line Collection
25 Stations shall complete and file with the General Manager a Liquid Waste Hauler Permit
26 application provided by SAWPA. This application may require the following information:

27
28 1. Name, address, and phone number of the liquid waste hauler.

29
30 2. Number of vehicles, gallon capacity of each vehicle, license plate of each
31 vehicle, tanker and trailer, ownership, make and model of all vehicles that are operated
32 by the hauler for purposes of hauling liquid wastes.

33
34 3. Person to contact regarding the information contained in the application.

35
36 4. The name and policy number of the insurance carrier and bonding company.
37 The Liquid Waste Hauler Company must carry the following insurance to be permitted
38 by SAWPA: a) General Liability of \$1,000,000 per each occurrence and \$2,000,000
39 General Aggregate; b) Commercial Auto Insurance of \$1,000,000 combined single limit;
40 c) Workers Compensation of \$1,000,000 per each accident; and d) Pollution Liability of
41 \$1,000,000. Such liability insurance shall be in a form and with liability limits and
42 deductible satisfactory to the General Manager and such liability insurance requirements
43 shall be included in the permit issued to the liquid waste hauler. Separate Pollution
44 Liability insurance is not required if specifically covered by other liability policies.

45
46 5. The name(s), address(es), telephone number(s), and descriptions(s) of the

1 industries or clients contracting the liquid waste hauler to transport their wastewater to
2 the Brine Line Collection Station.

3
4 6. Authorized representative and signature.

5
6 7. Other information as may be required by the General Manager.

7
8 C. All liquid waste haulers shall obtain a Liquid Waste Hauler Permit from SAWPA
9 prior to discharging to the Brine Line or tributaries thereto. Liquid Waste Hauler Permits shall
10 be issued for a period of up to two (2) years. All terms and conditions of the permit may be
11 subject to modification and change by the General Manager at any time during the duration of
12 the permit. The liquid waste hauler permit may include the following:

13
14 1. Business name, address, and phone number.

15
16 2. Restrictions on discharge times and compliance with operating hours for
17 designated Collection Station.

18
19 3. Conditions upon which permit revocation, suspension, or termination can
20 occur.

21
22 4. Consent to enter the User's premises to assess compliance with permit
23 requirements and conditions and this Ordinance by inspection and records examination;

24
25 5. Permit number.

26
27 6. Record keeping and reporting requirements.

28
29 7. Compliance with applicable rules and regulations of this Ordinance and the
30 Riverside County Health Department, San Bernardino County Health Department, or
31 other county having jurisdiction regarding cleanliness, sanitary conditions, and liquid
32 waste hauler vehicle requirements.

33
34 8. Requirements to notify the General Manager immediately of any unusual
35 circumstances observed during liquid waste pumping operations.

36
37 9. Other conditions, limitations or prohibitions deemed appropriate by the
38 General Manager, including pollutant discharge limitations or local limits.

39
40 D. Permits to use the Brine Line Collection Stations of SAWPA are subject to all
41 applicable provisions of this Ordinance.

42
43 E. Liquid wastes disposed of at SAWPA's Brine Line Collection Stations shall be
44 subject to sampling and analysis to determine compliance with all applicable provisions of this
45 Ordinance. The sampling shall be performed or supervised by authorized personnel of SAWPA
46 or SAWPA's duly authorized designees and shall be taken at any time during the delivery of the

1 load, including prior to the discharge of the load from the liquid waste hauler to SAWPA's
2 Brine Line Collection Stations. If the wastes are found to be unacceptable, the liquid waste
3 hauler may be liable for all costs associated with the inspection, sampling, and analysis. The
4 General Manager may reject a load and deny disposal if the wastewater or required
5 documentation does not comply with the provisions of this Ordinance or the liquid waste
6 hauler's permit.

7
8 F. If the liquid waste hauler transports both industrial wastes and domestic wastes,
9 the liquid waste hauler shall remove all domestic waste contamination from the interior of the
10 vacuum tank prior to removing any industrial wastes from a permitted site.

11
12 G. The General Manager may deny the issuance of a liquid waste hauler permit on
13 any of the following conditions:

14
15 1. The applicant knowingly falsified information on the application or any
16 document required by the application;

17
18 2. The applicant's previous liquid waste hauler permit is under suspension or
19 probation or has been otherwise revoked; or

20
21 3. The applicant is not current on all disposal and permit related reports,
22 insurance, and payment of fees.

23
24 H. In the event a liquid waste hauler permit application is denied, the General
25 Manager shall notify the applicant in writing of such denial and the appeal procedures. Such
26 notification shall state the grounds for such denial and necessary actions that must be taken by
27 the applicant prior to the issuance of a permit.

28
29 I. All liquid waste hauler permits issued to any Person may be revoked, suspended
30 or entered into a probationary period upon a finding by the General Manager that any of the
31 following conditions exist:

32
33 1. Such Person or representative thereof failed to present for inspection the
34 permit's generator discharge authorization table upon request by an authorized
35 representative or employee of SAWPA;

36
37 2. Such Person or representative thereof has changed, altered or otherwise
38 modified the face of a permit or authorization document without the permission of the
39 General Manager;

40
41 3. Such Person or representative thereof has violated any condition of the
42 permit;

43
44 4. Such Person or representative thereof has falsified any application, record,
45 report or monitoring results required to be maintained, or has failed to make them
46 immediately available to the General Manager upon request or has withheld required

1 information, such Person or representative thereof has filed documents with falsified or
2 repeatedly incorrect information;

3
4 5. Such Person or representative thereof failed to halt immediately the discharge
5 from his or her truck into SAWPA's designated disposal site upon the order of any
6 authorized SAWPA employee;

7
8 6. Such Person or representative thereof discharged or attempted to discharge a
9 hazardous waste or material into SAWPA's designated discharge site;

10
11 7. Such Person or representative thereof discharged or attempted to discharge
12 domestic waste into SAWPA's designated discharge site;

13
14 8. Such Person or representative thereof has done physical violence or harm to
15 any SAWPA employee, authorized representative, or contract employee;

16
17 9. Such Person or representative thereof has made threatening remarks or
18 threatening acts towards any SAWPA employee, authorized representative, or contract
19 employee.

20
21 J. Any liquid waste hauler permit which has been revoked, suspended or entered
22 into probation pursuant to this Section may be reinstated upon a finding by the General Manager
23 that the condition which resulted in such revocation no longer exists.

24
25 K. Upon determination of a violation of this Ordinance or the conditions of a liquid
26 waste hauler permit, the permittee shall be subject to the enforcement actions set forth in Article
27 6 of this Ordinance, or as is otherwise contained in the liquid waste hauler permit as necessary
28 to protect the Brine Line or tributaries thereto, OCSD's POTW, the public, the environment,
29 SAWPA employees, authorized representatives, or contract employees.

30
31 L. Suspension and periods of probation may be imposed by the General Manager for
32 any length of time, up to one year.

33
34 **411.0 COLLECTION STATIONS.** Nothing in this Ordinance precludes the use of an alternate
35 Collection Station in the event of an emergency or planned maintenance activity that disrupts
36 service provided at the primary Collection Station.

37
38 **412.0 GROUNDWATER, SURFACE RUNOFF, OR SUBSURFACE DRAINAGE.**

39
40 A. The discharge of groundwater, surface runoff, or subsurface drainage directly or
41 indirectly to the Brine Line is prohibited unless determined by the General Manager, at his or
42 her sole discretion, that there is no alternative method of disposal reasonably available and to
43 mitigate an environmental risk or health hazard.

44
45 B. All Users having outdoor areas which allow wastewater and stormwater to enter
46 a common opening connected to the Brine Line or tributaries thereto shall install and maintain,

1 at the User's expense, a stormwater diversion valve in the common opening.

2
3 1. The stormwater diversion valve design and use shall be reviewed and
4 approved by the General Manager prior to installation.

5
6 2. The valve shall allow wastewater to enter the Brine Line or tributaries thereto
7 during dry weather and prevent stormwater from entering the Brine Line or tributaries
8 thereto during periods of inclement weather. The valve shall be operated and maintained
9 by the User per the permit requirements.

10
11 3. Unless permitted to do so in accordance with subparagraph (A) hereof, no
12 User shall allow wastewater and stormwater to mix.

13
14 C. Applications for consideration under subparagraph (A) shall be submitted to the
15 General Manager and shall include all information deemed necessary by the General Manager.
16 Information may include but is not limited to:

17
18 1. Completed permit application.

19
20 2. Detailed site information including but not limited to structure locations,
21 pavements, grades, storm drain facilities, hydrologic calculations.

22
23 3. Documentation justifying a need to discharge surface runoff to the Brine Line
24 or tributaries thereto to prevent surface and subsurface water contamination.

25
26 4. A description of the facilities to be provided and required operation and
27 maintenance by the User to prevent the pollution of stormwater by industrial waste and
28 waste generated by the User.

29
30 **413.0 WASTEWATER FROM OUTSIDE THE SAWPA INLAND EMPIRE BRINE**
31 **LINE SERVICE AREA.**

32
33 Any Generator outside of SAWPA's Inland Empire Brine Line service area proposing to
34 discharge wastewater at a Brine Line Collection Station must first obtain approval from
35 SAWPA's Commission and OCSD's general manager before a permit may be issued to
36 discharge under this Ordinance. Such approval will be on a case-by-case basis and at the sole
37 discretion of the Commission and OCSD. If such approval is provided, in addition to any other
38 conditions imposed by the SAWPA's Commission and the OCSD's general manager, the
39 Generator shall comply with the following conditions:

40
41 1. An interagency agreement to accept such waste between SAWPA, a Member
42 Agency or a Contract Agency and the sewer agency from where the waste is generated
43 will be executed. The agreement will specifically allow the Member Agency or Contract
44 Agency to issue a permit and conduct the Pretreatment Program at the Generator's site.

1 2. Written site access authorization shall be provided by the Generator to
2 SAWPA, the Member Agency or the Contract Agency for site inspections.
3

4 3. The Generator shall have a contract with a SAWPA permitted Liquid Waste
5 Hauler.
6

7 Except for an emergency, a threat to the health, safety and welfare of the community or
8 SAWPA, or a failure to comply with, or a violation of, this Ordinance and related resolutions,
9 SAWPA will endeavor to provide ninety (90) days advance written notice prior to terminating a
10 discharge permit issued to a Generator located outside the Inland Empire Brine Line Service
11 Area. The General Manager may terminate or revoke a permit issued under this subsection as
12 provided in this Ordinance.
13

14 Subject to applicable legal requirements, the rates charged to the Generator may be adjusted by
15 SAWPA as necessary to recover costs incurred. Permit and disposal fees for Generators and/or
16 Liquid Waste Hauler Permittees are determined by SAWPA Commission resolution.
17
18

ARTICLE 5
MONITORING, REPORTING, INSPECTION AND FACILITIES REQUIREMENTS

501.0 MONITORING AND REPORTING.

A. At the direction and discretion of the General Manager, any User discharging wastewater directly or indirectly into the Brine Line or tributaries thereto, shall be required to install sampling station(s) and measuring device(s) to measure the quality and quantity of wastewater discharged. These measuring devices may include but are not limited to: flow meters and recorders, pH meters and recorders, and electrical conductivity meters and recorders, and process water meters.

B. The sampling station and/or measuring device shall be provided by the User in compliance with this Ordinance and all applicable building, plumbing, and construction codes. Monitoring or metering facilities may be required to have a security closure that can be locked with a SAWPA lock during sampling and monitoring. Construction shall be completed within a reasonable time frame as required in written notification from the General Manager.

C. The General Manager shall have the absolute right to install temporarily upon the User's property such devices as are necessary to conduct wastewater sampling, compliance monitoring or metering operations.

D. No User shall interfere with, delay, resist, or refuse entrance by authorized SAWPA personnel or contract employees or authorized OCSD personnel installing wastewater monitoring equipment on the User's property. Any permanent or temporary obstruction of easy access to the sampling, monitoring, or metering locations shall be immediately removed by the User or property owner at the written or oral request of the General Manager and shall not be replaced.

E. The sampling station or measuring devices shall be maintained for continuous sampling or metering. The measuring devices shall be calibrated as often as necessary to ensure accurate measurements according to manufacturer's specifications. All maintenance and calibration work shall be performed at the User's expense.

F. All Users that are required to install and maintain monitoring equipment shall immediately report to SAWPA and the Member Agency or the Contract Agency the failure of such equipment. The immediate notification may be accomplished by a telephone call, electronic mail, telefax transmission, personal visit to SAWPA or the Member Agency or the Contract Agency, or a hand delivered notification to SAWPA or the Member Agency or the Contract Agency. A written report documenting the cause of the failure and the corrective actions taken shall be submitted to the General Manager within five (5) days of discovering the failure.

G. All Users that are required to self-monitor shall have all samples collected and analyzed and reported according to 40 CFR 403.12(g)) and amendments thereto. Samples shall be collected and analyzed during the period covered by the report and shall be representative of

1 conditions occurring.

2
3 1. Except as indicated in 2 and 3 below, the User shall collect wastewater
4 samples using 24-hour time proportional composite samples. Time proportional
5 composite sampling or grab sampling, must be representative of the discharge.

6
7 2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides
8 and volatile organic compounds must be obtained using grab collection techniques.

9
10 3. For sampling required in support of baseline monitoring and 90-day
11 compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide,
12 total phenols, oil and grease, sulfide and volatile organic compounds for facilities for
13 which historical sampling data do not exist. For facilities for which historical sampling
14 data are available a reduced number of samples may be allowed. For self-monitoring
15 sampling, the User is required to collect the number of grab samples necessary to assess
16 and assure compliance with the limits.

17
18 H. All pollutant sampling techniques and analyses, to be submitted as part of a
19 discharge application or self-monitoring report shall be performed in accordance with the
20 techniques in 40 CFR Part 136 and amendments thereto unless otherwise prescribed in a
21 categorical pretreatment standard or in the User's Wastewater Discharge Permit.

22
23 I. All Users that are required to self-monitor shall submit and certify all records of
24 sampling that include the following information and documents:

25
26 1. The date, sampling location, method, and time of sampling (including the
27 time for each grab whether or not they are later composited into one or more samples)
28 and the names of the person or persons taking the samples;

29
30 2. The dates the analyses were performed;

31
32 3. Who performed the analyses;

33
34 4. The analytical techniques/methods used;

35
36 5. The results of such analyses;

37
38 6. A copy of the laboratory sample analysis sheet; and

39
40 7. A copy of the chain-of-custody form

41
42 These records shall remain available for a period of three (3) years. This period shall
43 automatically be extended for the duration of any litigation concerning the User, or where the
44 User has specifically been notified of a longer retention period by the General Manager.

45
46 J. All permitted Users that take more than one grab sample in a 24-hour period to

1 demonstrate compliance with oil and grease shall comply with the following conditions:
2

3 1. No single oil and grease grab sample shall exceed the User's permitted
4 instantaneous maximum limit for oil and grease at any time.
5

6 2. The average result from all individual oil and grease grab samples taken in a
7 twenty-four hour period shall not exceed the User's permitted limit for oil and grease.
8

9 K. All Users that are required to self-monitor shall report pollutant violations in any
10 required wastewater sample to the General Manager within 24 hours of becoming aware of the
11 violation. The reporting may be accomplished by a telephone call, electronic mail sent to a pre-
12 approved list of electronic mail addresses, telefax transmission, or a personal visit to SAWPA
13 and a Member Agency or a Contract Agency. The violation reporting shall contain the date and
14 time of the wastewater sample, the discharge flow rate or volume represented by the sample, a
15 possible explanation for the violation(s), proposed corrective action, and the date scheduled for
16 the required resample. Failure to report pollutant violations as stated shall constitute a violation
17 of this Ordinance and may subject the User to enforcement actions.
18

19 L. Any sample collected from a sample box, designated sampling station or other
20 representative sampling location shall be considered representative of the wastewater discharged
21 to the Brine Line or tributaries thereto.
22

23 M. All Users that are required to have flow measurement are required to take daily
24 24 hour readings of their wastewater effluent flow. The User shall report exceedances of their
25 daily permitted flow within 24 hours of discovering the violation. The reporting may be
26 accomplished by a telephone call, electronic mail sent to a pre-approved list of electronic mail
27 addresses, telefax transmission, or a personal visit to SAWPA, or a hand delivered notification
28 to SAWPA. The flow exceedance report shall have the total flow, the reason for the flow
29 exceedance, and the name of the person reporting the flow exceedance. This report shall also be
30 in compliance with Article 4 of this Ordinance. Failure to report flow exceedances as stated
31 shall constitute a violation of this Ordinance and may subject the User to enforcement actions.
32

33 N. All Users that have pollutant violations are required to resample their wastewater
34 discharge for the pollutant in violation. This resampling is required and is separate and
35 independent of any wastewater sampling performed by SAWPA or routine self-monitoring
36 required by the Wastewater Discharge Permit. All resamples shall be obtained and analyzed
37 according to 40 CFR 403.12(g). All laboratory analyses shall be performed by a laboratory
38 certified by the State of California, Department of Public Health, Environmental Laboratory
39 Accreditation Program as being competent to perform the pollutant analyses requested. The
40 laboratory results from this resample and all required forms shall be submitted to the General
41 Manager no later than thirty (30) days after the User discovers or becomes aware of the
42 violation. Failure to submit the laboratory results within the 30-day requirement will result in
43 enforcement action. Failure to submit the required report within forty five (45) days of the due
44 date results in a determination of Significant Noncompliance (SNC) for the User.
45
46

1 O. All Users, whose wastewater discharge is monitored by SAWPA, shall be
2 responsible for all resampling requirements contained in part (N) of this Section when a
3 pollutant violation is detected. SAWPA shall notify the User of the resampling requirements by
4 a telephone call, electronic mail sent to a pre-approved list of electronic mail addresses, telefax
5 transmission, or personal visit within twenty-four hours of confirming a pollutant or flow
6 violation.

7
8 P. All Users that desire to conduct their own wastewater sampling in lieu of a
9 certified contract laboratory shall submit a written plan describing the equipment used,
10 equipment cleaning methodology, employee training, sample preservation methods, and chain of
11 custody procedures. The User's wastewater sampling plan shall be approved by the General
12 Manager prior to the implementation of the plan. Any sample taken by a User without an
13 approved plan or from an unapproved laboratory shall not be valid, and may subject the User to
14 enforcement actions.

15
16 Q. All Users monitoring their wastewater discharge for pollutants and characteristics
17 required for determining SAWPA use charges shall submit the sample results in the form of
18 self-monitoring reports as required in their Wastewater Discharge Permit. The frequency of
19 sampling, analysis, and reporting shall be set forth in the User's Wastewater Discharge Permit.
20 The analyses of the sample pollutants and characteristics shall be at the sole expense of the User.
21 Only sample analyses approved or performed by SAWPA shall be used in the determination of
22 the SAWPA use charge.

23
24 R. The User shall submit a written Contingency Plan that details alternatives to
25 discharging wastewater to the Brine Line during emergency situations in accordance with
26 Section 520.0.F of this Ordinance and the User's approved Waste Discharge Permit.

27
28 **502.0 INSPECTION.**

29
30 A. The General Manager shall inspect the facilities of any User using the Brine Line
31 or tributaries thereto to ascertain whether all requirements of this Ordinance are being met.
32 Persons on the premises shall allow the General Manager and authorized OCSD personnel ready
33 access at all reasonable times to all parts of the premises for the purpose of inspection, sampling,
34 and records examination.

35
36 B. The User shall ensure that there is always a person on site, during normal
37 business hours, knowledgeable of the User's processes and activities to accompany the duly
38 authorized SAWPA representative(s) during the inspection.

39
40 C. The User shall provide immediate access when an emergency exists, regardless
41 of the hour of the day.

42
43 D. All pretreatment equipment shall be immediately accessible at all times for the
44 purpose of inspection. At no time shall any material, debris, obstacles or obstructions be placed
45 in such a manner that will prevent immediate access to the pretreatment equipment.

1 E. No Person shall interfere with, delay, resist or refuse entrance to the General
2 Manager when attempting to inspect any facility involved directly or indirectly with a discharge
3 of wastewater to the Brine Line or tributaries thereto.
4

5 F. Where a User has security measures in force which would require proper
6 identification and clearance before entry into the premises, the User shall make all necessary
7 arrangements with the User's security personnel so that, upon presentation of suitable
8 identification, personnel from SAWPA or duly authorized personnel from SAWPA or OCSD
9 will be permitted to enter, without delay, for the purpose of performing their specific
10 responsibilities.
11

12 G. The User shall make available for copying by the General Manager all records
13 required to be kept under the provisions of this Ordinance.
14

15 **503.0 INSPECTION WARRANTS.** If the General Manager has been refused access to a
16 building, structure, or property, or any part thereof with a wastewater discharge to the Brine Line
17 or tributaries thereto, and is able to demonstrate cause to believe that there may be a violation of
18 this Ordinance, or that there is a need to inspect or sample the User's facilities as part of a
19 routine inspection and sampling program of SAWPA designed to verify compliance with this
20 Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety
21 and welfare of the community, then the General Manager may seek issuance of an inspection
22 warrant duly issued pursuant to the procedure set forth in Title 13 (commencing with Section
23 1822.50) of Part 3 of the Code of Civil Procedure. However, in the event of an emergency
24 affecting the public health or safety, an inspection may be performed without consent or the
25 issuance of a warrant.
26

27 **504.0 RECORD KEEPING.** All Users shall keep records of waste hauling, reclamations,
28 wastewater pretreatment, monitoring device recording charts and calibration reports, effluent
29 flow, and sample analysis data and any documentation associated with Best Management
30 Practices established on the site of the wastewater generation. All these records are subject to
31 inspection and shall be copied as needed. All records must be kept on the site of wastewater
32 generation for a minimum period of three years. The records retention period may be extended
33 beyond three years in the event criminal or civil action is taken or an extensive company history
34 is required.
35

36 **505.0 FLOW MEASUREMENT.** All Direct Dischargers shall install a continuous monitoring
37 flow meter capable of measuring industrial wastewater discharged to the Brine Line or
38 tributaries thereto. The User shall maintain an effluent flow log sheet and record the effluent
39 flow on a daily basis. The flow measurement device shall conform to standards issued by the
40 General Manager. The User shall report to the General Manager the type and size of the flow
41 meter. The flow meter shall be equipped with a non-resetting flow totalizer. All flow meters
42 shall be calibrated as often as necessary, but at no less frequent than annually. All new meters
43 shall be selected and installed to ensure accuracy of the actual flow discharged within plus or
44 minus two (2) percent as determined at the time of calibration. All existing and replacement
45 meters shall ensure an accuracy of the actual flow discharged within plus or minus five (5)
46 percent. All flow meter installations shall have posted in a conspicuous place, the flow meter's

size, type, totalizer units, and flow multipliers. The User shall immediately report to the General Manager any flow meter malfunction or anomaly, and shall not attempt to repair or replace the meter without the General Manager's prior written approval.

A. Flow Measurement System Design and Installation

1. **Design.** Design of flow measurement installations shall be performed under the supervision of a California registered professional engineer of suitable discipline competent in this field. Design and construction drawings and calculations shall be stamped with the authorized seal of the supervising professional engineer and signed in accordance with state law, to indicate review and approval of the work. Detailed construction drawings for any new or significantly modified discharge flow measurement system must be submitted for approval prior to any construction. These drawings must show relevant slopes, elevations and locations of piping, types and locations of instrumentation, details of flow measurement elements, estimated flow range (maximum, minimum and average), and details of upstream and downstream piping, structures, and devices which could influence flow conditions. Manufacturer's calculations, catalog cuts and data sheets must be included with construction drawings for any manufactured equipment to be installed as part of the flow measurement system. Complete rating data and calculations shall be submitted for any engineered flow measurement device.

2. **Primary Measurement Devices.** Both open channel (flume, weir) and closed-pipe (magnetic) flow measurement systems are acceptable. Magnetic flow meters are preferred for industries that have difficulty maintaining open channel flow measurement. Any flow measurement element that is adversely affected by wastewater characteristics is prohibited. Flow measurement devices shall be installed downstream of final pretreatment facilities and as close as possible to the point of connection with the Brine Line. Above-ground flow measurement installations may require a platform for automatic samplers so that the top of the sampler will be higher than the water level in the primary element. Because it is difficult to set automatic samplers for pressurized closed pipe systems, use of a well-mixed side stream through an open channel device (i.e. a sample box) may be required. To function correctly, flumes and weirs must be properly installed in accordance with dimensional specifications. Additionally, flumes must be set level with smooth joints where the influent pipe meets the maintenance access structure or vault channel. To ensure accuracy of an open channel flow measurement system, the upstream channel must be designed to prevent excessive velocity and turbulence, while the downstream channel must be designed to prevent excessive submergence and backflow.

3. Any additional monitoring equipment must not adversely affect hydraulics of the open channel element. All open channel installations below grade must be directly beneath the vault or maintenance access structure access cover to facilitate inspections and field checks. All open channel installations at or above grade must have a staff gauge for accuracy checks. Closed pipe meters must be appropriate for the type of wastewater and range of flow rates, and must be installed to flow full at all times

1 **506. INTERCEPTOR REQUIREMENTS.** All Users required to install a gravity separation
2 interceptor shall comply with the following conditions:
3

4 A. All interceptor chambers shall be immediately accessible at all times for the
5 purpose of inspection, sampling, cleaning, and maintenance. The User shall provide a separate
6 ring and cover for each separate interceptor chamber and any additional covers to insure
7 adequate cleaning capabilities. All rings shall be affixed to the interceptor to insure a gas and
8 water tight seal. At no time shall any material, debris, obstacles or other obstructions be placed
9 in such a manner that will prevent immediate access to the interceptor.

10
11 B. Any interceptor legally and properly installed before August 21, 2007, the
12 effective date of Ordinance No. 5 shall be acceptable as an alternative to the interceptor
13 requirements of this Ordinance. The interceptor shall be effective in removing floatable and
14 settleable material and shall be immediately accessible for inspection, sampling, cleaning, and
15 maintenance.

16
17 C. All drains and openings connected to an approved gravity separation interceptor
18 shall be equipped with screens or devices which will exclude from the wastewater discharge all
19 material and particles with a cubic dimension greater than one-half (1/2) of an inch.
20

21 D. All gravity separation interceptors shall be equipped with an influent tee
22 extending no more than six inches below the operating fluid level of the interceptor. The
23 interceptor shall also have tees extending to within 12 inches of the bottom at the exit side of
24 each chamber in the interceptor, including the final chamber. In a case where a manufacturer's
25 engineered interceptor design is contrary to this requirement, the General Manager shall review
26 the design and either approve or deny an exemption to this requirement.
27

28 E. All interceptors shall be equipped with a sample box or sample wye as
29 determined by the General Manager.
30

31 F. No User shall install or use any elbows or tees in any interceptor sample box.
32

33 G. If the General Manager finds that an interceptor is incapable of adequately
34 retaining floatable and settleable material in the wastewater flow, is structurally inadequate or is
35 undersized for the facility, the General Manager shall reject such interceptor and declare that the
36 interceptor does not meet the requirements of this Section. The User shall thereupon be required
37 to install, at the User's expense, an interceptor that is acceptable to the General Manager.
38

39 **507.0 STANDARD INTERCEPTOR DESIGNS.** The General Manager will maintain a file,
40 available to the public, of suitable designs of gravity separation interceptors. This file will be
41 for informational purposes only and shall not provide or imply any endorsements of any kind.
42 Installation of an interceptor of a design shown in this file, or of any design meeting the size
43 requirements set forth in this Ordinance shall not subject SAWPA to any liability for the
44 adequacy of the interceptor under actual conditions of use. The User shall not be relieved of the
45 responsibility for keeping floatable and settleable material out of the Brine Line or tributaries
46 thereto.

1 **508.0 INTERCEPTOR MAINTENANCE.**

2
3 A. Any User who owns or operates a gravity separation interceptor shall properly
4 maintain the interceptor at all times. The interceptor shall be cleaned as often as necessary to
5 ensure that sediment and floating materials do not accumulate to impair the efficiency of the
6 interceptor and odors do not accumulate which would cause a public nuisance. An interceptor is
7 not considered to be properly maintained, if for any reason the interceptor is not in good
8 working condition or if the operational fluid capacity has been reduced by more than 25% by the
9 accumulation of floating material, sediment, oils or greases.

10
11 B. The use of chemicals or other materials for the emulsification, suspension, or
12 dissolution of oil and grease is prohibited.

13
14 C. The use of microbiological agents to metabolize oil and grease or other
15 constituents, shall be reviewed for approval on a case-by-case basis. The User shall submit a
16 written request to the General Manager for the use of a microbiological agent prior to the use of
17 that agent.

18
19 D. When an interceptor is cleaned, the removed sediment, liquid and floating
20 material shall be legally disposed of other than to the Brine Line or tributaries thereto and shall
21 not be reintroduced into the interceptor or discharged into another interceptor at another location
22 not designed and permitted to accept such waste.

23
24 E. If the interceptor is not maintained adequately under the conditions of use, the
25 interceptor may be resized and the User shall install one that is effective in accomplishing the
26 intended purpose.

27
28 F. The User required to install an interceptor, is liable for any failure to properly
29 maintain such interceptor.

30
31 **509.0 LIQUID WASTE HAULERS.** All liquid waste haulers shall comply with all permitting
32 and disposal procedures as established by this Ordinance and pay all applicable fees established
33 by resolution. All liquid waste haulers shall obtain all other applicable permits required by city,
34 county or state agencies. All liquid waste haulers shall also abide by the following requirements
35 and conditions:

36
37 A. If any liquid waste hauler's load is determined to be hazardous pursuant to
38 applicable federal, state, or local regulations, then the liquid waste hauler shall be required to
39 remain at SAWPA's Brine Line Collection Station. The liquid waste hauler shall then make
40 arrangements for the legal disposal of the load. If the liquid waste hauler refuses to remain on
41 site, the General Manager shall notify the appropriate law enforcement agency to respond to this
42 violation.

43
44 B. Prior to any discharge to a SAWPA Brine Line Collection Station, all liquid waste
45 manifest forms shall be completed in full, approved and signed by SAWPA's General Manager
46 or his/her designated representative, or otherwise approved by an automated attendant before any

1 load is allowed to be discharged into SAWPA's Brine Line Collection Station. Brine Line
2 Collection Stations with less than full time staffing shall be provided with appropriate and
3 SAWPA-approved automation and procedural safeguards as specified in the disposal site permit
4

5 C. Falsification by a liquid waste hauler of any information in any permit
6 application, hauler's report or manifest, or correspondence shall be a violation of this Ordinance
7 and may result in termination, revocation or suspension of the liquid waste hauler permit and all
8 discharge privileges.
9

10 D. All reports and records required to be retained by this Ordinance, shall be
11 retained for a minimum of three years and shall be made available to the General Manager
12 immediately upon request.
13

14 E. All liquid waste haulers shall pay all applicable fees and charges. Failure to pay
15 any applicable fee or charge shall be a violation of this Ordinance and shall be cause for the
16 General Manager to suspend all waste discharge privileges until all applicable fees and charges
17 have been paid.
18

19 F. Contents of septic tanks, seepage pits, cesspools, or any other similar receptacles,
20 which contain no industrial waste, shall not be disposed of at SAWPA's Brine Line Collection
21 Station.
22

23 G. All liquid waste haulers operating within SAWPA's jurisdiction or tributaries
24 thereto, shall provide documentation as to the origin of the wastes hauled prior to discharging
25 into SAWPA's Brine Line Collection Stations. The origin of the waste means the physical
26 address from where the wastes were generated and, if different, the physical address from where
27 the wastes were obtained.
28

29 H. If the waste hauled by a liquid waste hauler is found unacceptable for discharge
30 into a SAWPA Brine Line Collection Station and is not classified as hazardous, then the liquid
31 waste hauler shall dispose of the wastes at a non-SAWPA legal disposal site. The liquid waste
32 hauler shall provide SAWPA with a copy of the waste hauler's manifest documenting the legal
33 disposal of the rejected wastes within fourteen (14) days from the date the waste was rejected.
34 As an alternative, the liquid waste hauler may return the rejected waste to the generator of such
35 rejected wastes for additional pretreatment, and the liquid waste hauler may return to a SAWPA
36 Brine Line Collection Station or another legal disposal site for discharge. The waste hauler shall
37 also provide SAWPA with a manifest documenting such alternative action. Failure to provide
38 verifiable documentation shall constitute a violation of this Ordinance and may result in
39 termination, revocation or suspension of the liquid waste hauler permit and all discharge
40 privileges.
41

42 I. No liquid waste hauler shall use any temporary, stationary, or mobile liquid
43 storage device in an attempt to mix or dilute any rejected load in order to achieve
44 compliance.
45
46

1 J. Except as allowed in Section 509, Paragraph H., no liquid waste hauler shall
2 dispose of any rejected load into any septic tank, cesspool, seepage pit or similar devices, any
3 grease interceptor or trap, any storm drain, any collection system opening except those
4 authorized in writing by the General Manager, or return the rejected load back to the site of
5 origin
6

7 K. Liquid waste haulers are prohibited from discharging domestic waste into the
8 Brine Line or tributaries thereto. No liquid waste hauler shall mix industrial waste and domestic
9 septic wastes in an attempt to discharge the mixture to a SAWPA Brine Line Collection Station.
10

11 L. No liquid waste hauler shall discharge or cause to be discharged any material
12 defined as hazardous by RCRA.
13

14 M. Any authorized SAWPA employee, authorized representative or contract
15 employee shall have the authority to order the immediate cessation of the discharge from any
16 liquid waste hauler truck into a Brine Line Collection Station. Such order shall be based on the
17 employee, authorized representative or contract employee's best professional judgment that said
18 discharge may be in violation of any applicable condition of this Ordinance or may otherwise be
19 harmful to the operation of the Brine Line or tributaries thereto, OCSD's POTW or its
20 employees.
21

22 N. Any liquid waste hauler determined to be in violation of this Section may be
23 prohibited from future liquid waste disposal at a Brine Line Collection Station.
24

25 **510.0 USE OF AND DAMAGE TO SAWPA EQUIPMENT OR FACILITIES.** 26

27 A. No Person shall enter, break, damage, destroy, uncover, alter, change, modify,
28 deface or tamper with any temporary or permanent structure, equipment, or appurtenance which
29 is part of SAWPA's Brine Line without prior written approval by the General Manager.
30

31 B. Any Person who discharges or causes or contributes to the discharge of any
32 wastewater or materials which cause any obstruction, Interference, damage, or any other
33 impairment to the Brine Line, OCSD's POTW, or any other damages, including the imposition
34 of fines or penalties by state, federal or other regulatory agencies against SAWPA, shall be
35 liable to SAWPA for all fines, penalties, damages, legal expenses, attorney's fees,
36 administrative and overhead costs. An administrative fee of ninety (90) percent of SAWPA's
37 repairs and personnel costs shall be added to these charges. All charges shall be payable to
38 SAWPA within thirty (30) days of invoicing by SAWPA.
39

40 **511.0 SEPARATION OF DOMESTIC AND INDUSTRIAL WASTE.** Any User who
41 discharges industrial wastewater to Brine Line or tributaries thereto shall separate domestic
42 wastewater from all industrial wastewater until the industrial wastewater has passed through all
43 required pretreatment equipment or devices, and the User's industrial wastewater sample
44 point(s). For existing Categorical Industrial Users and Significant Industrial Users which cannot
45 separate the domestic wastes from the industrial wastes prior to a permitted sampling point, the
46 Combined Wastestream Formula shall be applied to determine applicable discharge limitations.

1 **512.0 LIMITATIONS ON WASTEWATER STRENGTH.** No Person shall discharge
2 industrial wastewater into the Brine Line or tributaries thereto unless the wastewater conforms
3 to all of the pollutant limitations and requirements of this Ordinance and related SAWPA
4 resolutions. Pollutant limitations shall be revised and adopted by resolution as necessary to
5 ensure compliance with OCSD's POTW effluent and biosolids reuse. For Categorical Industrial
6 Users, the following options exist:

7
8 A. Where a categorical pretreatment standard is expressed in terms of either the
9 mass or the concentration of a pollutant in wastewater, the General Manager may impose
10 equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

11
12 B. When wastewater subject to a categorical pretreatment standard is mixed with
13 wastewater not regulated by the same standard, the General Manager shall impose an alternate
14 limit using the Combined Wastestream Formula.

15
16 C. A variance from a categorical pretreatment standard may be issued if the User
17 can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors
18 relating to its discharge are fundamentally different from the factors considered by the EPA
19 when developing the categorical pretreatment standard.

20
21 **513.0 LOCAL LIMITS.** The General Manager shall implement pollutant limitations developed
22 as Local Limits by OCSD pursuant to 40 CFR 403.5(c) and 403.8(f)(4) and amendments thereto,
23 and as Local Limits and Best Management Practices to protect the operation of the Brine Line
24 and prevent SSOs. These limitations are necessary to assure compliance with the OCSD's
25 NPDES permit, including the prohibition against Pass Through of any pollutants that cause a
26 violation of the permit or cause Interference with the POTW, and compliance with SWRCB
27 adopted Order No. 2006-003, a General Waste Discharge Requirement (WDR) for all publicly
28 owned sanitary sewer collection systems in California with more than one (1) mile of sewer
29 pipe. The pollutant limitations may be allocated among industrial user classes or individual
30 users as uniform concentration limits, or as the ratio of the total mass per User, or as a selected
31 industry reduction, or by such other method considering factors such as persistence of the
32 pollutant, equity, treatment feasibility, economic feasibility, and economics of scale, pollution
33 prevention and waste minimization measures, anticipated growth and enforcement feasibility.
34 Customer specific allocations at current POTW loadings may be created for public health
35 facilities providing a life saving service or procedure so long as the pollutant discharged will not
36 contribute to Pass Through, Interference or other violation of the OCSD's NPDES permit.
37 These pollutant limitations shall be continually developed as necessary and shall be adopted by
38 resolution. Specific pollutant limits shall not be developed and enforced without individual
39 public notice to affected Persons or Users.

40
41 **514.0 PRETREATMENT OF INDUSTRIAL WASTEWATERS.** All Users shall:

42
43 A. Provide wastewater pretreatment, as required, to comply with this Ordinance and
44 any applicable SAWPA resolution.
45
46

1 B. Wastewater Discharge Permit conditions and requirements may be appealed in
2 writing to the General Manager within ten (10) business days after the issuance date. The written
3 appeal shall state all of the facts and reasons that constitute the basis for such an appeal. The
4 written appeal shall be addressed by the General Manager within thirty (30) business days from
5 the date of filing of the written appeal and may hold an appeal hearing with the Permittee. The
6 General Manager shall issue a final written determination on the appeal within forty-five (45)
7 business days from the date of filing of the written appeal. Any User aggrieved by the final
8 decision issued by the General Manager under this Section may seek an appeal to the SAWPA
9 Commission by filing an appeal within ten (10) business days following the service of the
10 General Manager's final written determination on the appeal. The written appeal to the
11 Commission shall state all of the facts and reasons that constitute the basis for such an appeal.
12 Failure to file such an appeal within that ten (10) business day deadline shall be deemed a
13 waiver of the appeal process.
14

15 C. Wastewater Discharge Permit conditions and requirements may be appealed in
16 writing to the General Manager within ten (10) business days after the issuance date. The written
17 appeal shall state all of the facts and reasons that constitute the basis for such an appeal. The
18 written appeal shall be addressed by the General Manager within thirty (30) business days from
19 the date of filing of the written appeal and may hold an appeal hearing with the Permittee. The
20 General Manager shall issue a final written determination on the appeal within forty-five (45)
21 business days from the date of filing of the written appeal. Any User aggrieved by the final
22 decision issued by the General Manager under this Section may seek an appeal to the SAWPA
23 Commission by filing an appeal within ten (10) business days following the service of the
24 General Manager's final written determination on the appeal. The written appeal to the
25 Commission shall state all of the facts and reasons that constitute the basis for such an appeal.
26 Failure to file such an appeal within that ten (10) business day deadline shall be deemed a
27 waiver of the appeal process.
28

29 D. Wastewater Discharge Permit conditions and requirements may be appealed in
30 writing to the General Manager within ten (10) business days after the issuance date. The written
31 appeal shall state all of the facts and reasons that constitute the basis for such an appeal. The
32 written appeal shall be addressed by the General Manager within thirty (30) business days from
33 the date of filing of the written appeal and may hold an appeal hearing with the Permittee. The
34 General Manager shall issue a final written determination on the appeal within forty-five (45)
35 business days from the date of filing of the written appeal. Any User aggrieved by the final
36 decision issued by the General Manager under this Section may seek an appeal to the SAWPA
37 Commission by filing an appeal within ten (10) business days following the service of the
38 General Manager's final written determination on the appeal. The written appeal to the
39 Commission shall state all of the facts and reasons that constitute the basis for such an appeal.
40 Failure to file such an appeal within that ten (10) business day deadline shall be deemed a
41 waiver of the appeal process.
42

43 E. Whenever deemed necessary, the General Manager may require Users to restrict
44 their wastewater discharge, relocate and/or consolidate points of discharge, separate domestic
45 wastestreams from industrial wastestreams, and other such conditions as may be necessary to
46 protect OCSD's POTW and determine the User's compliance with the requirements of this

1 Ordinance.

2
3 F. Notify the General Manager of any pretreatment equipment failure within 24-
4 hours of discovering the failure. The notification may be made by a telephone call, telefax
5 transmission, personal visit to SAWPA's office, or a hand delivered notification to SAWPA's
6 office.

7
8 **515.0 UNAUTHORIZED MONITORING AND PRETREATMENT EQUIPMENT**
9 **MODIFICATIONS.** No User shall knowingly falsify, tamper with, or render inaccurate any
10 monitoring device or any pretreatment equipment or device. Such falsification, tampering, or
11 inaccuracy will be considered a violation of this Ordinance and will subject the User to
12 enforcement actions.

13
14 **516.0 PRETREATMENT EQUIPMENT BYPASS.** No User shall bypass any pretreatment
15 equipment or device unless the bypass is necessary to prevent loss of life, personal injury, and
16 severe property damage or when no feasible alternative exists. The User may allow the bypass
17 to occur provided that it does not cause pollutant limitation violations and is necessary to
18 perform essential maintenance to insure adequate operation of the pretreatment equipment or
19 devices. The General Manager may approve an anticipated bypass, after considering its adverse
20 effects, if the General Manager determines that it will meet the three conditions listed in 40 CFR
21 403.17(d)(1). Notification of the bypass shall comply with the following conditions:

22
23 A. Anticipated bypass: The User shall submit a written notice to the General
24 Manager at least ten (10) days before the date of the scheduled bypass.

25
26 B. Unanticipated bypass: The User shall notify the General Manager immediately
27 upon learning that any pretreatment equipment or device has been bypassed. The User shall
28 submit a written report to the General Manager within five (5) working days. The report shall
29 include:

30
31 1. A description of the bypass, the cause of the bypass, and the duration of the
32 bypass;

33
34 2. If the bypass was corrected; and

35
36 3. The actions taken or proposed to reduce or prevent a reoccurrence of the
37 bypass.

38
39 **517.0 PROHIBITED DISCHARGE OF RECOVERED PRETREATMENT WASTE.** No
40 Person shall discharge waste recovered from pretreatment equipment, systems, or devices into
41 the Brine Line or tributaries thereto without authorization and permits from SAWPA and/or
42 other regulatory agencies having jurisdiction over the discharge of the waste. All recovered
43 pretreatment waste shall be disposed of in accordance with all applicable federal, state, county,
44 and local laws and regulations.

1 **518.0 INDUSTRIAL USER MODIFICATIONS.** All permitted Industrial Users shall report
2 proposed changes in their operations to the General Manager for review thirty (30) days prior to
3 initiation of the changes. The reporting shall be done in writing from the authorized
4 representative of the permitted Industrial User. For the purposes of this section "changes" shall
5 include any of the following:
6

7 A. A sustained twenty (20) percent increase or decrease in the industrial wastewater
8 flow discharged or in production capacity.
9

10 B. Additions, deletions or changes to processes or equipment.
11

12 C. Experimentation with new processes and/or equipment that will affect the
13 quantity or quality of the wastewater discharged.
14

15 **519.0 SPILL CONTAINMENT SYSTEMS.** Spill containment systems, as may be required,
16 shall conform to requirements established by the General Manager. These requirements may
17 include, but not be limited to, the following:
18

19 A. No User shall operate a spill containment system that allows incompatible
20 substances to mix and thereby creating a hazardous or toxic substance in the event of a failure of
21 one or more containers.
22

23 B. Spill containment systems shall consist of a system of dikes, walls, barriers,
24 berms, or other devices designed to contain spillage of the liquid contents of containers.
25

26 C. Spill containment systems shall be constructed of materials that are impermeable
27 and non-reactive to the liquids being contained.
28

29 D. Spill containment systems shall conform to local regulations and policies as to
30 percent containment, container type, size, outdoor covering, and the length of time spilled
31 material may remain in the spill containment system.
32

33 E. At no time shall a User use a spill containment system for the storage of waste
34 other than from a spill.
35

36 **520.0 FACILITY WASTE MANAGEMENT PLAN.** All permitted Industrial Users shall be
37 required to develop and maintain a Facility Waste Management Plan (FWMP). The FWMP
38 may consist of the following documents:
39

40 A. **TOXIC ORGANIC MANAGEMENT PLAN (TOMP).** A TOMP is required
41 of all Categorical Industrial Users which are permitted to submit a TOMP in lieu of required
42 pollutant monitoring. SAWPA reserves the right to require Total Toxic Organic monitoring of
43 all Users allowed to submit a TOMP.
44
45

1 **B. SLUG DISCHARGE PREVENTION CONTROL PLAN (SDPCP).** A
2 SDPCP is required of Industrial Users as determined by the General Manager. Considerations to
3 determine the need for a SDPCP include the use of Batch Discharges to dispose of wastewater ,
4 stored chemicals or materials, or the potential for a Slug Discharge which, if discharged to the
5 Brine Line or tributaries thereto, would violate any of the prohibited discharge requirements of
6 this Ordinance. A SDPCP showing facilities and operation procedures to provide this protection
7 shall be submitted to the General Manager for review and approval before implementation.
8

9 Any User required to develop and implement an SDPCP shall submit an SDPCP which
10 addresses, at a minimum the following:
11

- 12 (a) Description of discharge practices, including non-routine batch discharges;
- 13 (b) Description of stored chemical;
- 14 (c) Procedures for immediately notifying SAWPA of any accidental or slug discharge.
15 Such notification must also be given for any discharge which would violate any of the
16 standards set forth in this ordinance and any local, state or federal regulations; and
- 17 (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such
18 procedures include, but are not limited to inspection and maintenance of storage areas,
19 handling and transfer of materials, loading and unloading operations, control of plant
20 site runoff, worker training, building of containment structures or equipment,
21 measures for containing toxic organic chemicals (including solvents), and/or measures
22 and equipment for emergency response.
23

24 Each User shall implement its SDPCP as submitted or modified after such plan has been
25 reviewed and approved by the General Manager. Review and approval of such plans and
26 operations procedures by the General Manager shall not relieve the User from the responsibility
27 to modify its facility as necessary to meet the requirements of this ordinance
28

29 **C. PRETREATMENT SYSTEMS OPERATIONS AND MAINTENANCE**
30 **MANUAL.** Such a manual shall be maintained on site by all Industrial Users operating and
31 maintaining pretreatment equipment for the removal of pollutants from wastewater. The General
32 Manager may require the Industrial User submit the manual
33

34 **D. HAZARDOUS MATERIALS AND HAZARDOUS WASTE**
35 **MANAGEMENT PLAN.** Such a plan is required of all Industrial Users that use or possess
36 hazardous materials or generate hazardous waste. A city or county Fire Department-required
37 Business Emergency Plan may be substituted for this management plan.
38

39 **E. WASTE MINIMIZATION/POLLUTION PREVENTION PLAN**
40 **(WM/PPP).**
41

42 1. A WASTE MINIMIZATION/POLLUTION PREVENTION PLAN
43 (WM/PPP) is required of any Industrial User:
44

- 45 a. For whom the General Manager has determined such WM/PPP is
46 necessary to achieve a water quality objective;

1
2 b. Determined by the State or Regional Board to be a chronic violator, and
3 the State or Regional Board or SAWPA's General Manager determines that a
4 WM/PPP is necessary; or
5

6 c. That significantly contributes, or has the potential to significantly
7 contribute, to the creation of a toxic hot spot as defined in Water Code Section
8 13391.5.
9

10 2. A WM/PPP required of an Industrial User shall include all of the following:
11

12 a. An analysis of one or more of the pollutants, as directed by the State
13 Board, Regional Board, or SAWPA, that the User discharges to the Brine Line
14 or tributaries thereto, description of the sources of the pollutants, and a
15 comprehensive review of the processes used by the User that result in the
16 generation and discharge of the pollutants.
17

18 b. An analysis of the potential for pollution prevention to reduce the
19 generation of the pollutants, including the application of innovative and
20 alternative technologies and any adverse environmental impacts resulting from
21 the use of those methods.
22

23 c. A detailed description of the tasks and time schedules required to
24 investigate and implement various elements of pollution prevention techniques.
25

26 d. A statement of the User's pollution prevention goals and strategies,
27 including priorities for short-term and long-term action.
28

29 e. A description of the User's existing pollution prevention methods.
30

31 f. A statement that the User's existing and planned pollution prevention
32 strategies do not constitute cross media pollution transfers unless clear
33 environmental benefits of such an approach are identified to the satisfaction of
34 SAWPA and information that supports that statement.
35

36 g. Proof of compliance with the Hazardous Waste Source Reduction and
37 Management Review Act of 1989 (article 11.9 (commencing with Section
38 25244.12) of Chapter 6.5 of Division 20 of the Health and Safety Code) if the
39 User is also subject to that act.
40

41 h. An analysis, to the extent feasible, of the relative costs and benefits of the
42 possible pollution prevention activities.
43

44 i. A specification of, and rationale for, the technically feasible and
45 economically practicable pollution prevention measures selected by the User for
46 implementation.

3. Any User who fails to complete a WM/PPP required by SAWPA or the State or Regional Board, submits a plan that does not comply with this Section, or fails to implement a plan required by SAWPA or the State or Regional Board, shall be liable to SAWPA for any civil penalty assessed administratively by SAWPA or by a court in accordance with this Ordinance, including any attorneys fees incurred by SAWPA.

F. EMERGENCY CONTACT LIST AND CONTINGENCY PLAN. All Users are required to submit, and retain a copy on-site, a contingency plan that details the actions that will be taken in the event of an emergency or other event that causes SAWPA or the Control Authority to shut down the Brine Line. Said Plan shall include, but is not limited to the following:

1. A list of names and telephone numbers of emergency contacts that can be reached 24 hours a day (shall be provided to SAWPA semi-annually in January and June).

2. A written plan (updated and provided to SAWPA annually in January) that describes all available alternatives to discharging to the Brine Line, including on-site storage, hauling, ceasing the discharge, or directing all wastewater flows to a local POTW.

521.0 FEDERAL CATEGORICAL PRETREATMENT STANDARDS. All Industrial Users subject to a National Categorical Pretreatment Standard shall comply with all requirements of such standard, and shall also comply with any limitation contained in this Ordinance. The National Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N and amendments thereto are hereby incorporated herein by reference. Where duplication of the same pollutant limitation exists, the limitation which is more stringent shall prevail.

522.0 NOTICE OF POTENTIAL PROBLEMS TO POTW. All Users shall immediately notify SAWPA of all wastewater discharges that could cause a problem at OCSD's POTW or in the Brine Line or tributaries thereto, including any slug loadings of any material. Wastewater discharges that may cause a problem at OCSD's POTW or the Brine Line or tributaries thereto include, but are not limited to, acids, alkalis, oils, greases, high strength organic waste, hazardous materials and waste, colored wastes, and batch discharges. All Users shall provide the General Manager, within five (5) business days from the incident, a written report detailing the cause of the discharge and the corrective actions taken to prevent a recurrence. A notice shall be permanently posted at a prominent location at the User's facility advising employees and listing the emergency call contact name and numbers in the event of a wastewater discharge that could cause a potential problem. Employees who could cause or become aware of such a discharge shall be advised of the emergency notification procedure.

523.0 WRITTEN RESPONSES. All Users required to provide written response to any correspondence, order, or notice from the General Manager, shall do so in accordance with the date specified in the correspondence, order, or notice. Failure to provide the written response by the date requested shall constitute a violation of this Ordinance and may subject the User to

1 enforcement actions.
2

3 **524.0 FALSIFYING INFORMATION.** Any User who knowingly makes any false statement,
4 representation, or certification in any record, report, correspondence, or other document
5 submitted or required to be maintained under this Ordinance, including monitoring reports and
6 records, or reports of compliance or noncompliance shall be in violation of this Ordinance and
7 may subject the User to enforcement actions.
8

**ARTICLE 6
ENFORCEMENT**

600.0 PURPOSE AND SCOPE. SAWPA's Commission finds that in order for SAWPA to comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies and to ensure that SAWPA's and OCSD's sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency, and to protect the public health and environment, specific enforcement provisions must be adopted to govern the discharges to the Brine Line and tributaries thereto by permitted Users.

601.0 ENFORCEMENT RESPONSE PLAN (ERP). To the extent required by law or agreement, SAWPA will use an Enforcement Response Plan (ERP), as required by 40 CFR 403.8(f)(5) to coordinate enforcement actions against Users and Persons in noncompliance with this Ordinance. To the extent that there is any conflict between the ERP and this Ordinance, this Ordinance shall take precedence.

602.0 ADMINISTRATIVE VIOLATIONS. There is hereby established a class of violations to be known as Administrative Violations that are further subdivided into minor and major administrative violations as follows:

A. **Minor Administrative Violations** include, but are not limited to, the following:

1. Submission of incomplete reports or questionnaires;
2. Failure to submit reports by the scheduled due date;
3. Failure to respond and submit to questionnaires;
4. Missing a compliance date without proper prior notification to SAWPA;
5. Failure to conduct sampling, including self-monitoring, when required;
6. Failure to notify the General Manager of a violation of permit conditions within one (1) working day of the discovery of the violation; or
7. Failure to pay all required fees, penalties and charges within forty-five (45) days from the due date.

B. **Major Administrative Violations** include, but are not limited to, the following:

1. Failure to notify the General Manager of a Slug Discharge immediately after discovery of said discharge;
2. Failure to respond, by scheduled due date, to letters requiring responses or to administrative orders;

3. Missing a compliance date by more than forty-five (45) days;
4. Falsification of documents or attempting to mislead SAWPA or OCSD in any manner whatsoever;
5. Failure to cooperate with SAWPA or contracted employees exercising their authority under this Ordinance, including monitoring and inspection activities;
6. A pattern of minor administrative violations;
7. Failure to allow entry to authorized SAWPA employees, agents, OCSD employees, or contracted employees, in the course of their job, onto the User's property;
8. Failure to produce records as required;
9. Failure to accurately report noncompliance;
10. Failure to submit required reports (self-monitoring, baseline monitoring report, 90-day compliance report, Compliance Schedule progress reports) or submitting such reports more than forty-five (45) days late;
11. Failure to pay pursuant to Section 304.0 of this Ordinance, permit application fees, permit renewal fees, charges, or Administrative Penalties within sixty (60) days of due date;
12. Intentional discharge of a prohibited waste by a Liquid Waste Hauler into the Brine Line or tributaries thereto; or
13. Wastewater discharge without a valid Wastewater Discharge Permit after notification.

C. Upon notice of appropriate mitigating circumstances and consistent with applicable federal and state laws, the General Manager has sole discretion to treat a major administrative violation as a minor administrative violation, or a pattern of minor administrative violations with aggravating circumstances as a major administrative violation.

603.0 VIOLATIONS OF DISCHARGE LIMITATIONS.

A. There is hereby established a class of violations to be known as discharge violations that are further subdivided into minor and major discharge violations as follows:

1. Minor discharge violations are those that, either alone or in combination with similar user discharge violations, pose, as determined by the General Manager, no significant threat to the public health, safety or welfare, the environment, the Brine Line or tributaries thereto, OCSD's POTW or to any SAWPA employee or contractor.

2. Major discharge violations may include, but are not limited to, the following:

a. As determined by Significant Noncompliance criteria in 40 CFR 403.3(l);

b. Discharge violations which, either alone or in combination with similar discharges pose, as determined by the General Manager, a significant threat to the public health, welfare or safety, the environment, the safe and efficient operation of the Brine Line or tributaries thereto, OCSD's POTW, or to any SAWPA employee or contractor, or cause or contribute to the additional treatment costs incurred by SAWPA or a violation of OCSD's NPDES permit, or cause or contribute to Pass Through, Interference, or other known damages;

c. Discharging regulated pollutants to the Brine Line or tributaries thereto without a current discharge permit;

d. A pattern of minor discharge violations;

e. Failure to correct a minor discharge violation within a specific time period as directed by the General Manager; or

f. Tampering with or purposely rendering inaccurate any monitoring device, method or record required to be maintained pursuant to this Ordinance.

B. Upon notice of appropriate mitigating circumstances, the General Manager has sole discretion to treat a major discharge violation as a minor discharge violation. The General Manager also has sole discretion to treat a pattern of minor discharge violations with aggravating circumstances as individual major discharge violations.

604.0 UNCLASSIFIED VIOLATIONS. For any violation by any User or Person that is not classified herein, or for the violation of any rule or regulation promulgated hereunder, the General Manager shall have the discretion to treat such violation as a minor or major violation and to exercise enforcement authority accordingly. In exercising this enforcement authority, the General Manager shall consider the magnitude of the violation, its duration, and its effect on receiving waters, the Brine Line or tributaries thereto, OCSD's POTW, the health and safety of SAWPA employees, contractors, Users, and the general public. The General Manager shall also evaluate the User's or Person's compliance history, good faith, and any other factors the General Manager deems relevant.

605.0 SEPARATE VIOLATIONS. Any User or Person found to be in violation of this Ordinance shall be charged with a separate violation for each day the same violation exists. Wastewater discharge pollutant violations shall be considered an individual violation for each pollutant in violation.

1 **606.0 ADMINISTRATIVE ORDERS.** The General Manager may require compliance with
2 Wastewater Discharge Permit conditions or limitations by issuing Administrative Orders that
3 are enforceable in a court of law or by directly seeking court action. The General Manager may
4 use Administrative Orders, either individually, sequentially, concurrently, or in any order for one
5 or more violations as appropriate for the circumstances. Administrative Orders include:

6
7 A. **WRITTEN WARNING.** A written warning shall be given to a User identified
8 to have a minor administrative violation of this Ordinance or permit condition or requirement.
9 The written warning shall be served personally or by certified mail upon the User, and the
10 written warning will state the provisions violated, the facts alleged to constitute the violation
11 and may include a correction notice at the discretion of the General Manager.

12
13 B. **CORRECTION NOTICE.** A correction notice shall be given to a User to
14 require correction of minor violations noted during an inspection by the General Manager of the
15 User's facility and may be issued in conjunction with a written warning.

16
17 1. Compliance time extensions may be granted to Users who fail to correct
18 minor violation required by a correction notice, upon showing of good cause by such
19 User.

20
21 2. For purposes of this Section, "good cause" means an unforeseeable and
22 unavoidable event or series of events, over which User had no control, which prevented
23 or significantly impaired the User's ability to comply with the correction notice.

24
25 3. A correction notice may require a written response within ten (10) days of
26 receipt; User shall provide a written explanation to the General Manager of the
27 violation, including specific actions taken to correct the violation. Submission of such a
28 response in no way relieves the User of liability for any violations occurring before or
29 after receipt of the written warning and/or correction notice.

30
31 C. **MONITORING/PRODUCTION INFORMATION ORDER (MPIO)** shall be
32 issued to a User for consecutive violations or if determined to be in SNC for the same pollutant
33 as detected either in SAWPA samples, User samples (self-monitoring), or both. The MPIO
34 shall be used to determine if discharge compliance has been achieved or if a detected violation is
35 consistent. The User may be required to sample the User's wastewater discharge for the
36 pollutants in violation and record the daily effluent wastewater flow for all production days
37 within a fourteen (14) consecutive day period or as determined by the General Manager that
38 industrial wastewater is discharged to the Brine Line or tributaries thereto. Production
39 information shall be required of all Categorical Industrial Users which have production based
40 discharge limits.

41
42 D. **NOTICE OF VIOLATION (NOV).** When the General Manager finds that a
43 User has violated, or continues to violate, any provision of this Ordinance, related resolution, an
44 individual Wastewater Discharge Permit or any order issued under this Ordinance, the General
45 Manager may serve upon the User a written Notice of Violation (NOV). The NOV shall be

1 served personally or by certified mail upon the User, and the NOV will state the provisions
2 violated, the facts alleged to constitute the violation and may include any proposed corrective
3 actions or monitoring. Within ten (10) business days of the receipt of the NOV, User shall
4 provide a written explanation of the violation, a plan for the satisfactory correction and
5 prevention thereof, including specific required actions, to the General Manager. Submission of
6 such a response and plan in no way relieves the User of liability for any violations occurring
7 before or after receipt of the NOV. Nothing in this Section shall limit the authority of the
8 General Manager to take any action, including any emergency actions or any other enforcement
9 action, with or without the issuance of a NOV.

10
11 E. **VIOLATION MEETING** shall be required of all Users who have failed to
12 achieve compliance after the issuance of an NOV or violation(s) resulting in significant
13 noncompliance. This meeting shall be for the General Manager to consider drafting a Consent
14 Order or Compliance Order and for the User to propose solutions, request time extensions, draft
15 a compliance schedule, or file an appeal.

16
17 F. **CONSENT ORDER.** The General Manager may, at any time after finding a
18 violation of this Ordinance, enter into an agreement with the violating User that shall be known
19 as a Consent Order. Such agreement may be in the form of compliance schedule with
20 milestones or other specific actions to be taken by the User to correct or prevent the
21 noncompliance within a time period specified in the order, or payment of damages, penalties,
22 fines, or other remedies. The Consent Order is developed between the User and SAWPA. This
23 Order shall have the same force and effect as any other administrative order issued pursuant to
24 this Ordinance and may include a civil penalty pursuant to Section 610.H. A Consent Order
25 may be enforced by an Administrative Complaint under Section 610 or by court action.

26
27 G. **COMPLIANCE ORDER.**

28
29 1. A Compliance Order shall be issued to a User that has violated or continues
30 to violate this Ordinance, the User's Wastewater Discharge Permit, or any other order
31 issued under this Ordinance. The General Manager may issue a Compliance Order to
32 the User responsible for the violation(s) which shall specify the provisions violated and
33 the facts constituting the violation(s), and shall direct that adequate treatment facilities,
34 devices, or other related appurtenances be installed and properly operated by a specified
35 time period. Compliance Orders may also contain such other requirements as the
36 General Manager deems reasonably necessary and appropriate to assure timely
37 compliance with this Ordinance and to address the noncompliance. Such Order may
38 require the installation of pretreatment technology, additional self-monitoring,
39 management practices, adherence to a compliance schedule with milestones, submission
40 of action plans, appearance by the User at a specific time and place for a compliance
41 meeting, or other measures necessary to achieve and maintain compliance. The
42 Compliance Order is developed by the General Manager without comment from the
43 User and may include a civil penalty pursuant to Section 610.H.

44
45 2. If no public hearing on the alleged violation(s) has been previously
46 conducted, the alleged violating User may either submit a written explanation or other

1 response to the Order or request the General Manager to conduct either an informal
2 meeting or a hearing. Such submission or request shall be in writing and filed with the
3 General Manager no later than ten (10) days after receipt of the Order. The request shall
4 not stay the Order.
5

6 3. A Compliance Order may be enforced by an Administrative Complaint under
7 Section 610 or by court action.
8

9 H. **CIVIL PENALTY ORDER** will be issued to a User by the General Manager or
10 SAWPA Counsel to assess penalties required by Sections 610.0, 611.0 and 619.0 of this
11 Ordinance and any other costs incurred by SAWPA in the investigation, monitoring, legal
12 assistance, enforcement, cleanup or repair caused by the User's violation. The Civil Penalty
13 Order may be included with any other Order.
14

15 I. **CEASE AND DESIST ORDER** shall be issued by the General Manager to any
16 User or Persons whose violation(s) of this Ordinance, a Wastewater Discharge Permit, or any
17 Order issued hereunder, pose a threat to the Brine Line or tributaries thereto, OCSD's POTW,
18 SAWPA employees or contractors, the environment or the public. A Cease and Desist Order
19 may also be issued by the General Manager to Users who continue to discharge wastewater to
20 the Brine Line or tributaries thereto, without a valid Wastewater Discharge Permit or in
21 violation of such permit. The General Manager may issue an order to cease and desist
22 immediately upon discovering any such violations and direct those Users or Persons in
23 noncompliance to take such appropriate remedial or preventive action as may be deemed needed
24 to eliminate a continuing or threatened violation, including halting operations and terminating
25 the discharge. Such order shall include the provision violated and the facts constituting the
26 violation. A Cease and Desist Order may also include a monetary penalty pursuant to Section
27 610.H.
28

29 J. **SHOW CAUSE HEARING.** The General Manager may order a User which has
30 violated, or continues to violate, any provision of this Ordinance, an individual Wastewater
31 Discharge Permit, or any Order issued under this Ordinance, or any other pretreatment standard
32 or requirement adopted by resolution or otherwise, to appear before the General Manager and
33 show cause why the proposed enforcement action should not be taken. Notice shall be served
34 on the User specifying the time and place for the meeting, the proposed enforcement action, the
35 reasons for such action, and a request that the User show cause why the proposed enforcement
36 action should not be taken. The notice of hearing shall be served personally or by certified mail
37 at least thirty (30) days prior to the hearing. The hearing shall be in the nature of a meet and
38 confer meeting. A show cause hearing shall not be a bar against, or prerequisite for, taking any
39 enforcement action against the User.
40

41 **607.0 WASTEWATER DISCHARGE PERMIT REVOCATION.** The General Manager
42 may revoke any Wastewater Discharge Permit if the User is in violation of any provision of this
43 Ordinance. These violations can include but are not limited to: falsification of information by
44 the User required by this Ordinance; refusing right of entry when conditioned in the Wastewater
45 Discharge Permit; failure to re-apply for a Wastewater Discharge Permit or request a required
46 permit modification; failure to pay required permit fees or charges or discharging in violation of

1 this Ordinance. Validity of the Wastewater Discharge Permit shall be conditioned upon the
2 Industrial User's compliance with the provisions of this Ordinance. The General Manager may
3 revoke the Wastewater Discharge Permit upon a minimum notice (written and sent by certified
4 mail) of fifteen (15) days when the General Manager finds that the wastewater discharge is in
5 violation of the provisions of this Ordinance or of any applicable federal, state, county or city
6 law or regulation or if the Industrial User has failed to pay any user fee or penalty within forty-
7 five (45) days of invoicing by SAWPA. Within the fifteen (15) days prior to the intended permit
8 revocation, the General Manager shall make a hearing available to the User. All costs for
9 Wastewater Discharge Permit revocation and reissuance shall be paid by the User.

10
11 **608.0 TERMINATION OF SERVICE.** Notwithstanding any provision to the contrary, and
12 without prior notice, the General Manager may immediately terminate wastewater service to any
13 User in order to stop an actual or threatened discharge which presents or may present an
14 imminent or substantial endangerment to the health or welfare of persons or to the environment,
15 or which causes Interference to the Brine Line or tributaries thereto, OCSD's POTW, or causes
16 OCSD to violate any condition of its NPDES permit or if the User has failed to obtain a valid
17 Wastewater Discharge Permit. If a suspension order has been issued, and the User fails to
18 comply voluntarily with the suspension order, the General Manager shall take such steps as
19 deemed necessary, including immediate termination or severance of the sewer service lateral
20 connection, to prevent or minimize damage to the Brine Line or tributaries thereto, OCSD's
21 POTW, or endangerment to any person or the environment. All costs for terminating service
22 shall be paid by the User. All costs for reestablishing service shall be paid by the User.

23
24 **609.0 ANNUAL PUBLICATION NOTICE.** The names of all Significant Industrial Users
25 which at any time during the previous twelve (12) months were found to be in significant
26 noncompliance with applicable Pretreatment Standards, Requirements and this Ordinance shall
27 be published at least annually in a newspaper of general circulation that provides meaningful
28 public notice, or other electronic means, within the jurisdictions of SAWPA in which the
29 Significant Industrial User is located, in accordance with 40 CFR 403.8(f)(2)(viii).

30
31 **610.0 ADMINISTRATIVE COMPLAINT.**

32
33 A. Notwithstanding Section 606, the General Manager may issue an Administrative
34 Complaint to a User who violates this Ordinance, permit requirement, or an Administrative
35 Order.

36
37 B. The Administrative Complaint shall allege the act or failure to act that constitutes
38 the violation, the provisions of law authorizing civil liability to be imposed and the proposed
39 civil penalty. The Administrative Complaint shall be served by personal delivery or certified
40 mail on the User and shall inform the User served that a hearing shall be conducted within sixty
41 (60) days after the User has been served.

42
43 C. The hearing shall be before a hearing officer designated by SAWPA's
44 Commission. The User who has been issued an Administrative Complaint may waive the right
45 to a hearing, in which case SAWPA shall not conduct a hearing. A User dissatisfied with the
46 decision of the hearing officer may appeal to the Commission of SAWPA within thirty (30) days

1 of notice of the hearing officer's decision.

2
3 D. If after the hearing, or appeal, if any, it is found that the User has violated
4 reporting or discharge requirements, the hearing officer or the Commission may assess a civil
5 penalty against that User. In determining the amount of a civil penalty, the hearing officer or
6 Commission of SAWPA may take into consideration all relevant circumstances including, but
7 not limited to, the extent of harm caused by the violation, the economic benefit derived through
8 any non-compliance, the nature and persistence of the violation, the length of time over which
9 the violation occurs and corrective action, if any, attempted or taken by the User.

10
11 E. Civil Penalties may be imposed as follows:

12
13 1. In an amount which shall not exceed \$2,000.00 for each day for failing or
14 refusing to furnish technical or monitoring reports [Government Code, Section
15 54740.5(d)(1)];

16
17 2. In an amount which shall not exceed \$3,000.00 for each day for failing or
18 refusing to timely comply with any compliance schedule established by the General
19 Manager [Government Code, Section 54740.5(d)(2)];

20
21 3. In an amount which shall not exceed \$5,000.00 per violation for each day for
22 discharges in violation of any waste discharge limitation, permit condition, or
23 requirement issued, reissued or adopted by SAWPA [Government Code, Section
24 54740.5(d)(3)];

25
26 4. In an amount which shall not exceed \$10.00 per gallon for discharges in
27 violation of any suspension, cease and desist order or other orders, or prohibition issued,
28 reissued or adopted by the General Manager [Government Code, Section 54740.5(d)(4)].

29
30 F. Unless appealed, orders setting administrative civil penalties shall become
31 effective and final upon issuance thereof, and payment shall be made within thirty (30) days
32 established by the order. Copies of these orders shall be served by personal service or by
33 certified mail upon the parties served with the administrative complaint and upon other persons
34 who appeared at the hearing and requested a copy.

35
36 G. All monies collected under this Section shall be deposited in a special account of
37 SAWPA and shall be made available for the monitoring, treatment and control of discharges
38 into the Brine Line and tributaries thereto.

39
40 H. The amount of any civil penalties imposed under this Section which have
41 remained delinquent for a period of sixty (60) days shall constitute a lien against the real
42 property of the User from which the discharge, Ordinance violation, or permit violation
43 originated resulting in the imposition of the civil penalty. The lien shall be recorded with the
44 County Recorder for the respective county and when recorded shall have the force and effect
45 and priority of a judgment lien and continue for ten (10) years from the time of recording unless
46 sooner released, and shall be renewable in accordance with the provisions of Section 683.110 to

683.220, inclusive, of the Code of Civil Procedure.

I. No penalties shall be recoverable under this Section for any violation for which civil liability is recovered under Section 611.0.

J. Judicial Review

1. Any User aggrieved by a final order issued by the Commission under this Section may obtain review of the order of the Commission in the Superior Court by filing in the Court a petition for writ of mandate within thirty (30) days following the service of a copy of a decision and order issued by the Commission. Any User aggrieved by a final order of a hearing officer issued under this Section for which the Commission denies review, may obtain review of the order of the hearing officer in the Superior Court by filing in the Court a petition for writ of mandate within thirty (30) days following service of a copy of a decision and order denying review by the Commission.

2. If no aggrieved User petitions for writ of mandate within the time allowed, an order of the Commission of SAWPA or a hearing officer shall not be subject to review by any court or agency.

3. The evidence before the Court shall consist of the record before the Commission of SAWPA, including the hearing officer's record, and any other relevant evidence which, in the judgment of the Court, should be considered to effectuate and implement policies of this Ordinance. In every such case, the Court shall exercise its independent judgment on the evidence.

4. Subdivisions (e) and (f) of Section 1094.5 of the Code of Civil Procedure shall govern review proceedings.

611.0 EMERGENCY SUSPENSION. The Commission or its General Manager may immediately suspend a User's discharge, after notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Commission or its agent may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to human health or the environment.

A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, Commission may take such steps as deemed necessary, including immediate termination or severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Commission may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Commission that the period of endangerment has passed.

1 B. A User that is responsible, in whole or in part, for any discharge presenting
2 imminent endangerment shall submit a detailed written statement, describing the causes of the
3 harmful contribution and the measures taken to prevent any future occurrence, to the
4 Commission prior to the date of any show cause or termination hearing under Sections 606.0
5 Item J and 608.0.

6
7 Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency
8 Suspension under this Section.

9
10 **612.0 CIVIL LIABILITY FOR VIOLATIONS.**
11

12 A. Any User that violates any provision of this Ordinance, any requirement of the
13 Wastewater Discharge Permit, or Administrative Order, may be civilly liable to SAWPA in a
14 sum not to exceed \$25,000.00 a day for each violation. In addition to these penalties and
15 damages, the General Manager may recover reasonable attorney's fees, court costs, and other
16 expenses associated with the enforcement activities, including, but not limited to, sampling,
17 monitoring, laboratory costs and inspection expenses.

18
19 B. SAWPA's Legal Counsel is hereby authorized to petition the Superior Court to
20 impose, assess, and recover the sums as described in Section 612.0.A. In determining the
21 amount, the Court shall take into consideration all relevant circumstances, including but not
22 limited to, the extent of harm caused by the violation, the economic benefit derived through any
23 non-compliance, the nature and persistence of the violation, the length of time over which the
24 violation occurs, and any corrective actions, if any, attempted or taken by the User.

25
26 C. Notwithstanding any other provision of law, all civil penalties imposed by the
27 Court for a violation of this Section shall be distributed to SAWPA.

28
29 D. Remedies under this Section are in addition to and do not supersede or limit any
30 and all other remedies, civil or criminal, but no liability shall be recoverable under this Section
31 for any violation for which liability is recovered under Section 610.0.

32
33 **613.0 CRIMINAL PENALTIES.**
34

35 A. Any User which willfully or knowingly violates any provision of this Ordinance,
36 or any orders or permits issued hereunder shall, upon conviction, be guilty of a misdemeanor for
37 each separate violation per day, punishable by a fine not to exceed One Thousand Dollars
38 (\$1,000.00) or imprisonment for not more than six months, or both for each violation. This
39 penalty is to be consistent with the Federal Clean Water Act, 33 U.S.C. 1251, et seq. and
40 amendments thereto, and shall apply to the exclusion of any other Ordinance provision more
41 lenient. Each such User shall be deemed guilty of a separate violation for each day any violation
42 of any provision of this Ordinance or Wastewater Discharge Permit is committed or continued
43 by such User.

44
45 B. Any User who knowingly makes any false statements, representations, or
46 certifications in any application, record, report, plan or other document filed or required to be

maintained pursuant to this Ordinance or the User's Wastewater Discharge Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall, upon conviction, be punished by a fine of not more than One Thousand Dollars (\$1,000.00) per violation per day or imprisonment for not more than six months, or both for each violation. This penalty shall be consistent with the Federal Clean Water Act, 33 U.S.C. 1251, et seq. and shall apply to the exclusion of any other Ordinance provisions more lenient.

614.0 LEGAL ACTION. If any User discharges wastewater into the Brine Line or tributaries thereto in violation of the provisions of this Ordinance, federal or state pretreatment requirements, or any order or permit issued hereunder, then SAWPA may commence an enforcement and/or collection action for legal, equitable or injunctive relief in the appropriate court of Riverside or San Bernardino County. Any such court action filed by SAWPA shall entitle SAWPA to recover all reasonable attorneys' fees, court costs, expert witness fees and related litigation expenses.

615.0 SUPPLEMENTAL ENFORCEMENT ACTIONS.

A. **Performance Bonds.** The General Manager may decline to issue or reissue a Wastewater Discharge Permit to any User who has failed to comply with any provision of this Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder, or any other pretreatment standard or requirement, unless such User first files a satisfactory bond payable to SAWPA, in a sum not to exceed a value determined by the General Manager to be necessary to achieve consistent compliance.

B. **Liability Insurance.** The General Manager may decline to issue or reissue a Wastewater Discharge Permit to any User who has failed to comply with any provision of this Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder, or any other pretreatment standard or requirement, unless such User first submits proof that liability insurance satisfactory to the General Manager has been obtained by the User sufficient to restore or repair damage to the Brine Line or tributaries thereto or OCSD's POTW.

C. **Water Supply Severance.** Whenever a User has violated or continues to violate any provision of this Ordinance, a Wastewater Discharge Permit, or Administrative Order issued hereunder, or any other pretreatment standard or requirement, water service to the User may be severed. Service will only recommence, at the User's expense, after the User has satisfactorily demonstrated the User's ability to comply.

D. **Public Nuisance.** A violation of any provision of this Ordinance, a Wastewater Discharge Permit, or Administrative Order issued hereunder, or any pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the General Manager. Any User creating a public nuisance shall be required to reimburse SAWPA for any costs incurred in removing, abating, or remedying such nuisance.

1 **616.0 REMEDIES NONEXCLUSIVE.** The enforcement remedies for this Ordinance are not
2 exclusive. The General Manager may take any, all, or any combination of these remedies
3 against a non-compliant User. Enforcement of Ordinance, pretreatment, and Wastewater
4 Discharge Permit violations will generally be in accordance with SAWPA's Enforcement
5 Response Plan. The General Manager, however, may take other actions against any User when
6 the circumstances warrant. Further, the General Manager is also empowered to take more than
7 one enforcement action against any non-compliant User.

8
9 **617.0 PAYMENT OF FEES, CHARGES, AND PENALTIES.**

10
11 A. Unless otherwise specified, all fees, charges and penalties imposed pursuant to
12 this Ordinance are due and payable within forty-five (45) days of receipt of notice or invoicing
13 by SAWPA.

14
15 B. For Users who fail to pay any required fee, charge or penalty by the due date, the
16 following penalties shall apply:

17
18 1. Forty-six (46) days after the date of invoice, a penalty of ten percent (10%) of
19 the original invoice amount, not to exceed \$1,000.00 shall be assessed.

20
21 2. Ninety days (90) after the date of invoice, a total penalty of ten percent (10%)
22 of the original invoice amount, not to exceed a maximum of \$4,000.00 shall be assessed.

23
24 C. Any invoice outstanding and unpaid after ninety (90) days shall be cause for
25 immediate initiation of Wastewater Discharge Permit revocation proceedings or immediate
26 suspension of the Wastewater Discharge Permit. In addition, interest shall accrue on any unpaid
27 fees, charges or penalties at 10% per annum from the due date until paid.

28
29 D. Penalties charged under this Section shall not accrue to those invoices
30 successfully appealed.

31
32 E. Payment of disputed charges is still required by the due date during the General
33 Manager's review of any appeal submitted by a User.

34
35 **618.0 DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS.**

36
37 A. Any User who discharges any waste which causes or contributes to any
38 obstruction, interference, damage, or any other impairment to the Brine Line or tributaries
39 thereto or OCSO's POTW and sewerage facilities or to the operation of those facilities shall be
40 liable for all costs required to clean or repair the facilities together with expenses incurred by
41 SAWPA or OCSO to resume normal operations. Such discharge shall be grounds for permit
42 revocation. A service charge of twenty-five percent (25%) of SAWPA's costs shall be added to
43 the costs and charges to reimburse SAWPA for miscellaneous overhead, including
44 administrative personnel and record keeping. The total amount shall be payable within forty-five
45 (45) days of invoicing by SAWPA.

1 B. Any User who discharges a waste which causes or contributes to SAWPA
2 violating its discharge requirements established by any Regulatory Agency and/or OCSD and
3 causing SAWPA to incur additional expenses or suffer losses or damage to its facilities, shall be
4 liable for any costs or expenses incurred by SAWPA, including regulatory fines, penalties, and
5 assessments made by other agencies or a court.
6

7 **619.0 APPEALS.** Except for Administrative Complaints as provided in Section 610.0:
8

9 A. Within ten (10) business days after service of an Administrative Order under
10 Sections 606.F, G, H, I, 607 or 608, the User may file a written appeal with the SAWPA
11 Commission. A fee of one hundred dollars (\$100.00) shall accompany any appeal to the
12 SAWPA Commission. The written appeal shall state all of the facts and reasons that constitute
13 the basis for such an appeal. The written appeal shall be heard by the SAWPA Commission
14 within thirty (30) days from the date of filing of the written appeal. The SAWPA Commission
15 shall issue a final order on the appeal within forty-five (45) days from the date of filing of the
16 written appeal. Any User aggrieved by a final order issued by the Commission under this
17 Section may seek judicial review of the order of the Commission in superior court by filing a
18 petition for writ of mandate within thirty (30) days following the service of a copy of the
19 Commission's final order. Failure to file such a petition within that thirty (30)-day deadline shall
20 be deemed a waiver of such judicial review.
21

22 **620.0 ALTERNATIVE ENFORCEMENT PROCEDURES.** As additional and alternate
23 enforcement provisions, the General Manager may utilize the procedures and seek the civil
24 penalties provided in Sections 54739, 54740, 54740.5 and 54740.6 of the California
25 Government Code for violations of this Chapter, federal or California pretreatment requirements
26 or the terms and provisions of any permits issued pursuant to this Ordinance.
27

28 **621.0 INVALIDITY.** If any provision of this Ordinance or the application thereof to any User
29 or circumstance is held invalid, the remainder of this Ordinance and the application of such
30 provision to other Users or circumstances shall not be affected thereby.
31

32 **622.0 INTERPRETATION.** All the provisions of this Ordinance are to be reasonably
33 interpreted. The intent herein is to recognize that there are varying degrees of hazard to the
34 Brine Line, OCSD's POTW, personnel, environment and the public and to apply the principle
35 that the degree of protection shall be commensurate with the degree of hazard.
36
37

ARTICLE 7
MISCELLANEOUS PROVISIONS

700.0 SEVERABILITY. If any provision of these regulations or the application to any other circumstances is held invalid, the remainder of the regulations or the application of such provision to other Users or other circumstances shall not be affected.

701.0 EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption, and Ordinance No. 6, and any amendments thereto, is hereby repealed and superseded by this Ordinance.

702.0 JUDICIAL REVIEW OF ORDINANCE. Pursuant to Section 1094.6 of the Code of Civil Procedure, the time within which judicial review shall be sought concerning the adoption of this Ordinance is ninety (90) days following the date on which the decision adopting it is final. The decision adopting this ordinance is final on the date it is adopted.

ADOPTED this 15th day of October 2013

SANTA ANA WATERSHED PROJECT AUTHORITY

By 
Chairman of the Commission

ATTEST:

By 
Secretary-Treasurer of the Commission



Appendix 4-5

Resolution No. 2011-13

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RESOLUTION NO. 2011-13

A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ESTABLISHING LOCAL PERMIT LIMITS AND BEST MANAGEMENT PRACTICES REQUIREMENTS

WHEREAS, the Commission of the Santa Ana Watershed Project Authority (hereinafter "SAWPA") adopted Ordinance No. 5 (hereinafter "Ordinance"), an Ordinance Establishing Regulations for the Use of the Santa Ana Regional Interceptor, now commonly referred to as the Inland Empire Brine Line (hereinafter "Brine Line");

WHEREAS, the Ordinance provides for the establishment and implementation of pollutant limitations that are technically developed as Local Permit Limits by Orange County Sanitation District (hereinafter "OCSD") pursuant to 40 Code of Federal Regulations 403.5(c) and amendments thereto;

WHEREAS, Section 101.A.7 and Sections 201.M. and 201.P of SAWPA Ordinance No. 5 requires the prevention of discharges which are detrimental to Brine Line operations and could cause sanitary sewer overflows;

WHEREAS, higher concentration discharges of Biochemical Oxygen Demand (BOD), Dissolved Organic Carbon (DOC), and Fats, Oils, and Grease (FOG) have been detrimental to Brine Line operations necessitating limits and standards regarding concentration;

WHEREAS, BOD, and DOC are unlikely to cause any adverse affects to the Brine Line in small quantities, and a de minimus volume, not to exceed 5,000 gpd is hereby established as an exception to the BOD and DOC concentration limitations. Said discharges shall still comply with all other adopted limitations including but not limited to mass limitations, prohibited standards and other general and specific limitations;

WHEREAS, it has been determined that significantly high concentrations of BOD and DOC have resulted from the discharge of spilled and outdated raw materials and that the implementation of effective Best Management Practices (BMPs) should substantially lower the incidence of said discharges;

WHEREAS, these limitations and requirements are necessary to assure compliance with OCSD's National Pollutant Discharge Elimination System (hereinafter "NPDES") Permit, including the prohibition against pass through of any pollutants that can cause a violation of the Permit or cause an interference with OCSD's Publicly Owned Treatment Works (hereinafter "POTW"); and

WHEREAS, these pollutant limitations and requirements shall be continually developed as necessary and shall be adopted by Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority hereby establishes, determines and orders:

Section 1. The Commission hereby establishes the following Local Permit Limits and Best Management Practices (BMP) Requirements:

LOCAL WASTEWATER LIMITATIONS CONCENTRATION VALUES

Pollutant (*)	Maximum Daily Limit (mg/L)
Arsenic	2.0
Cadmium	1.0
Chromium (Total)	2.0
Copper	3.0
Lead	2.0
Mercury	0.03
Nickel	10.0
Silver	5.0
Zinc	10.0
Cyanide (Amenable)	1.0
Cyanide (Total)	5.0
Polychlorinated biphenyls	0.01
Pesticides	0.01
Total Toxic Organics (as defined by EPA)	0.58
Sulfide (Total)	5.0
Sulfide (Dissolved)	0.5
Oil and Grease (Mineral/Petroleum oil origin)	100
Fats, Oil and Grease (FOG)	500
pH	6.0 – 12.0

(*) Users subject to Federal Categorical Pretreatment Standards may be required to meet more stringent limits.

MASS (LBS/DAY) LIMITATION

Pollutant	Maximum Daily Limit (lbs/day)
Biochemical Oxygen Demand	15,000

BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS**

Pollutant	Average Daily Concentration (mg/L) During any Month
Dissolved Organic Carbon (DOC)	700
Biochemical Oxygen Demand	12,000

** BMP Requirements apply to permitted users with flow volumes greater than 5,000 gpd should be calculated over a seven-day average and cannot achieve consistent compliance with the BMP demonstration values listed above. Said users shall be required, as a condition of their Waste Discharge Permit, to develop BMPs which include, but are not limited to:

- Identifying and evaluating the source and volumes of pollutants being discharged to the Brine Line;
- Implementing spill prevention and countermeasures plans;
- Evaluating additional treatment or disposal options; and
- Evaluating recycle or reuse opportunities.

Section 2. The Local Permit Limits and BMP Requirements established by this Resolution shall become effective immediately. Industry Specific BMP Requirements will be incorporated as a permit condition that includes a compliance schedule which shall not exceed one (1) year from the effective date of the permit change. All previous Resolutions and Ordinances relating to Local Permit Limits are hereby rescinded in their entirety.

ADOPTED THIS 20st day of September, 2011.

Santa Ana Watershed Project Authority

BY:



Commission Chair

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Appendix 4-6

Enforcement Response Plan

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Pretreatment Program Enforcement Response Plan

October 15, 2013

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1.0 INTRODUCTION

A. IMPLEMENTATION OF PROGRAM

The Santa Ana Water Project Authority (SAWPA) Commissioners and the corresponding Member and Contract Agencies (see Section 1.0.D) are committed to effectively enforcing the 40 CFR 403 Pretreatment Regulations and the agreements with Orange County Sanitation District (OCSD) by:

- Establishing and adopting an ordinance which regulates the use and quality of discharges permitted to the Inland Empire Brine Line;
- Administering a permitting program to regulate industrial wastewater discharges from Industrial Users (IU's);
- Monitoring and tracking compliance through inspection of IU facilities and sampling industrial wastewater discharges;
- Evaluating and screening the results of inspection and sampling to identify pretreatment program violations;
- Consistently responding to pretreatment program violations to ensure long-term compliance; and
- Requiring IUs, as necessary, to treat their industrial waste and/or implement Best Management Practices (BMP's) prior to discharge in order to meet the established limitations.

The general procedures for implementing the above items are outlined in SAWPA's Pretreatment Program Policy Manual and Procedures Documents. Ordinance No. 7, Article 6, Section 601.0 (Enforcement Response Plan), states that, "To the extent required by law or agreement, SAWPA shall use an Enforcement Response Plan (ERP), as required by 40CFR 430.8(f) (5) and adopted by resolution, to coordinate progressive enforcement actions against Users and persons in noncompliance with this Ordinance." This document serves as the Enforcement Response Plan (ERP).

B. CONTROL AUTHORITY

The ERP provides guidelines to ensure consistent and reasonable enforcement responses to noncompliance with the Ordinance and permits issued to IUs. **OCSD owns and operates the Publicly Owned Treatment Works (POTW) to which the Brine Line discharges and has been issued the National Pollution Discharge Elimination System (NPDES) permit by the Santa Ana Regional Water Quality Control Board (SARWQCB), and therefore serves as the Control Authority in accordance with the provisions established by the Federal Pretreatment Regulations (40 CFR 403).** The key to an effective ERP is to establish clear guidelines, with flexibility where it is needed, and procedures with clear lines of authority for carrying out the primary purpose and intent of the ERP which is to consistently meet water quality goals and compliance standards established by Federal, State, and local regulatory agencies.

A Memorandum of Understanding between County Sanitation District No. 1 of Orange County (now known as Orange County Sanitation District, OCSD) and the SAWPA was entered into on April 1, 1991 (1991 MOU). The 1991 MOU contains specific language related to retention of powers, water quality, permitting, inspection, monitoring, enforcement, and reporting processes related to

wastewater discharges originating in the Upper Watershed of the Santa Ana Regional Interceptor Line (now known as the Inland Empire Brine Line or Brine Line).

The 1991 MOU, Section 6.C, states that SAWPA, each Member Agency and each Contract Agency are assigned the responsibility to develop, implement, and enforce a Pretreatment Program and assume all obligations set forth in Title 40, CFR Part 403.

SAWPA has a Multijurisdictional Pretreatment Agreement (MJPA) with the Member Agencies and the Contract Agencies to define the overall roles and responsibilities of all parties. The MJPA is being revised (2013) to include SAWPA issuing and executing dual signatory permits with the corresponding Member or Contract Agency to all dischargers.

In terms of 40 CFR 403, the RWQCB of the State of California's Environmental Protection Agency is the Approval Authority, and OCSD is the Control Authority. Per Section 1.E of the 1991 MOU, SAWPA retains the power to exercise jurisdiction and control in accordance with OCSD's ordinance related to the quality requirements to be met by all dischargers of wastewater tributary to OCSD's treatment and disposal facilities. SAWPA is considered a Delegated Control Authority and with its Member Agencies and Contract Agencies through the MJPA and Ordinance No. 7, administer the Program by performing permitting, inspections, monitoring, enforcement, and reporting duties as stated in the 1991 MOU.

The 1991 MOU between OCSD and SAWPA (Section 6.C) stipulates that each Member Agency and all other Contract Agencies that discharge to the Brine Line are to enter into an agreement with SAWPA that acknowledges their responsibility to develop, implement, and enforce an industrial pretreatment program and all obligations in 40 CFR 403.

The implementation of this ERP by SAWPA, Member Agencies, and Contract Agencies allows for compliance with the 1991 MOU and 40 CFR 403.

C. ERP OBJECTIVES

The ERP works in conjunction with the Pretreatment Program Policy Manual, Procedures Document and Standard Operating Procedures (SOPs) to effectively administer the pretreatment program requirements. The overall pretreatment program provides a systematic way of determining whether IUs are complying with requirements specified in the control mechanisms and legal authorities. The ERP stipulates how and when to respond to noncompliance. All approved pretreatment programs are required by federal regulation 40 CFR 403.8(f)(5) to develop and implement an effective ERP. The ERP establishes progressive enforcement measures and may include a range of administrative penalties associated for each level of enforcement. The consistency in enforcement response (e.g. How Enforcement Actions are Implemented) is assured through the ERP. The ERP is designed to meet the following objectives:

- Identify (in conjunction with the monitoring and inspection portion of the Pretreatment Program) and investigate instances of noncompliance;
- Establish enforcement responses that are appropriate in relation to the nature and severity of the violation and the overall degree of noncompliance; and
- Provide a guide to encourage uniform application of enforcement responses for comparable levels and types of violations and to ensure adequate, consistent, and timely enforcement actions.

D. MEMBER AND CONTRACT AGENCIES

Member Agencies are agencies that are part of SAWPA joint powers authority and part of the SAWPA Pretreatment Program through a multijurisdictional agreement while Contract Agencies are part of the SAWPA Pretreatment Program through the same multi-jurisdictional agreement without being SAWPA members under the joint powers authority.

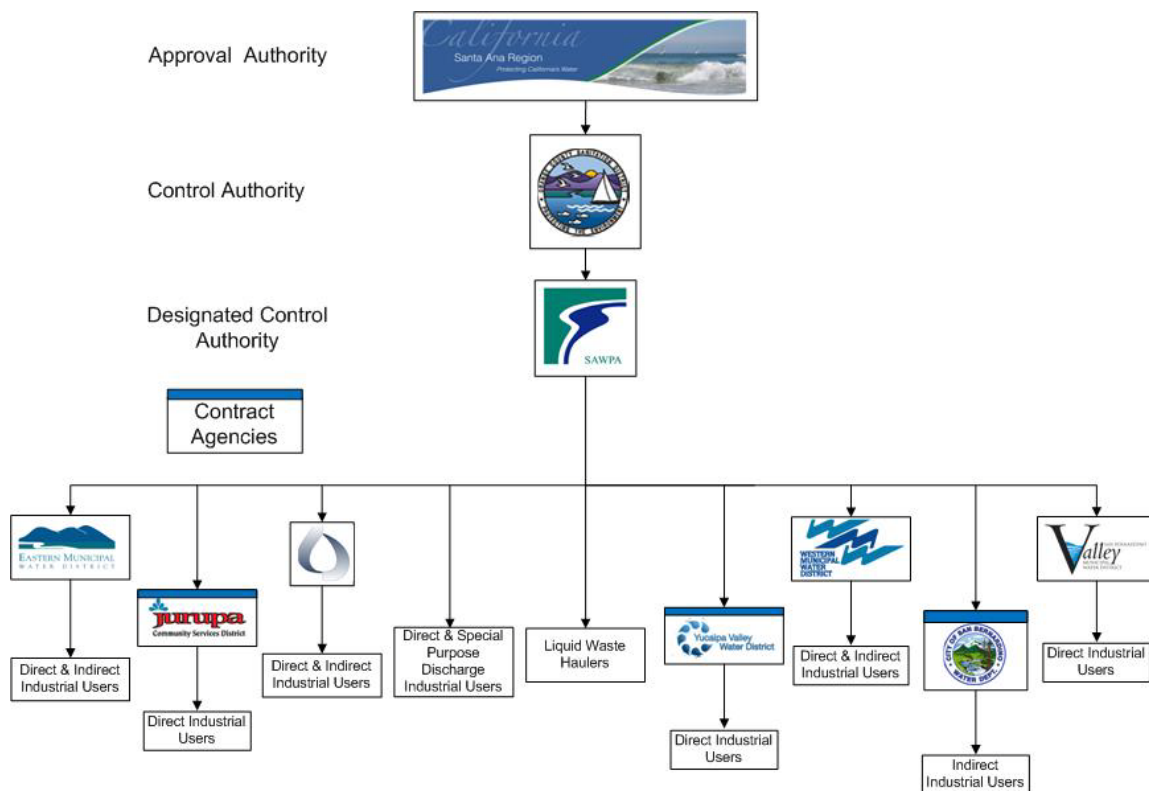
SAWPA's five member agencies are:

- Eastern Municipal Water District
- Western Municipal Water District
- Inland Empire Utilities Agency
- San Bernardino Valley Municipal Water District
- Orange County Water District (not part of the Pretreatment Program)

As of September 2013, the Contract Agencies included in the SAWPA Pretreatment Program are San Bernardino Municipal Water Department, Yucaipa Valley Water District and Jurupa Community Services District (JCSD).

Regardless of the affiliation with SAWPA both Member and Contract Agencies have a role in the implementation of this ERP. Figure 1-1 illustrates the relationship between, OCSD, SAWPA, Member Agencies, and Contract Agencies.

FIGURE 1-1. PRETREATMENT PROGRAM REGULATORY STRUCTURE



2.0 ERP - OVERVIEW

A. PRETREATMENT PROGRAM ELEMENTS

SAWPA's pretreatment program is administered through the Pretreatment Program Policy Manual and the Procedures Documents. The Program is a network of several interdependent elements of the Pretreatment Program Policy Manual and the Procedures Documents. Below is a general description of the particular elements interface with enforcement.

1. The Legal Authority (Ordinance and Local Limits resolution) establishes the general program requirements and the legal authority for the pretreatment program; defines discharge limitations and prohibitions; and establishes and defines IU classifications; and associated general monitoring and reporting requirements.
2. The permit contains specific IU requirements related to monitoring and reporting, discharge limitations, and establishes approved sampling location(s) and frequency for sampling wastewater discharges and monitoring flow rates.
3. Inspections are conducted to observe operation of the facility and ensure compliance. Routine inspections are comprehensive evaluations of the IUs' manufacturing processes and pretreatment equipment and monitoring devices. Other types of inspections can be performed to verify compliance.
4. IU self-monitoring and sampling conducted by the delegated control authority is used to provide a means to confirm compliance with the established limitations stated in the permit and legal authority.
5. Results review/compliance screening confirms compliance with the established limitations. Review of the results from the self-monitoring and sampling are compared against the established limitations. In addition, required reports from the IU are reviewed against established criteria, including timeliness.

Typically, when non-compliance is identified, it is compared to requirements established by regulation, the legal authority, or permit requirements. Non-compliance is typically identified during inspections or monitoring (sampling, reporting, etc.) results review/compliance screening.

B. ENFORCEMENT RESPONSE PLAN - DETERMINATION OF RESPONSE

If violations or other discrepancies are identified during Inspections or the Results Review/Compliance Screening processes appropriate personnel evaluate the type of enforcement response needed by utilizing the ERP. The ERP provides an enforcement response plan and guide to assist in determining the appropriate enforcement response. These enforcement response implementation guidelines are provide in Tables 1-7 located at the end of the document. The ERP identifies the appropriate response based upon the:

- Nature,
- Frequency,
- Magnitude,
- Duration,
- Potential Impact, and
- Good Faith Efforts by the Violator to Eliminate the Noncompliance

C. CARRYING OUT OF ENFORCEMENT

Once the appropriate enforcement action is identified, the implementation is assigned to specific personnel that have been identified in the ERP to have the authority to take that level of action. The ERP also stipulates the time frame for taking required actions.

D. ENFORCEMENT CLOSURE

Depending on the nature of the enforcement action, in some cases verification or follow-up is required. Minor/administrative enforcement action may be self-closing (e.g., provide the report with all the attachments). While other enforcement actions can involve installation of new equipment that must be tested, etc. Verification can include additional sampling or inspections.

E. SIGNIFICANT NON-COMPLIANCE

SAWPA and the Member/Contract Agencies are responsible for identifying, tracking and addressing significant non-compliance by IUs as a component of this ERP. Significant Non-Compliance (SNC) will be determined on a fiscal year defined as July 1 through June 30 to coincide with OCSD's annual reporting. Publication of the SNC as required by Pretreatment Program requirements will be lead by SAWPA.

SNC is defined in 40CFR403.3(l) as follows:

1. Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all the measurements for each pollutant parameter taken during a 6-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l)
2. Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all the measurements for each pollutant parameter taken during a 6-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease and 1.2 for all other pollutants except pH)
3. Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other dischargers, interference or pass through (including endangering the health of POTW personnel or the general public)
4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment or has resulted in the POTW's exercise of its emergency authority under paragraph (f)(1)(vi)(B) of 40 CFR 403.8 to halt or prevent such a discharge
5. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance
6. Failure to provide, within 45 days² after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules
7. Failure to accurately report noncompliance
8. Any other violation or group of violations, which can include a violation of best management practices, that the POTW determines will adversely affect the operation or implementation of the local pretreatment program.

3.0 ERP SCREENING STEP

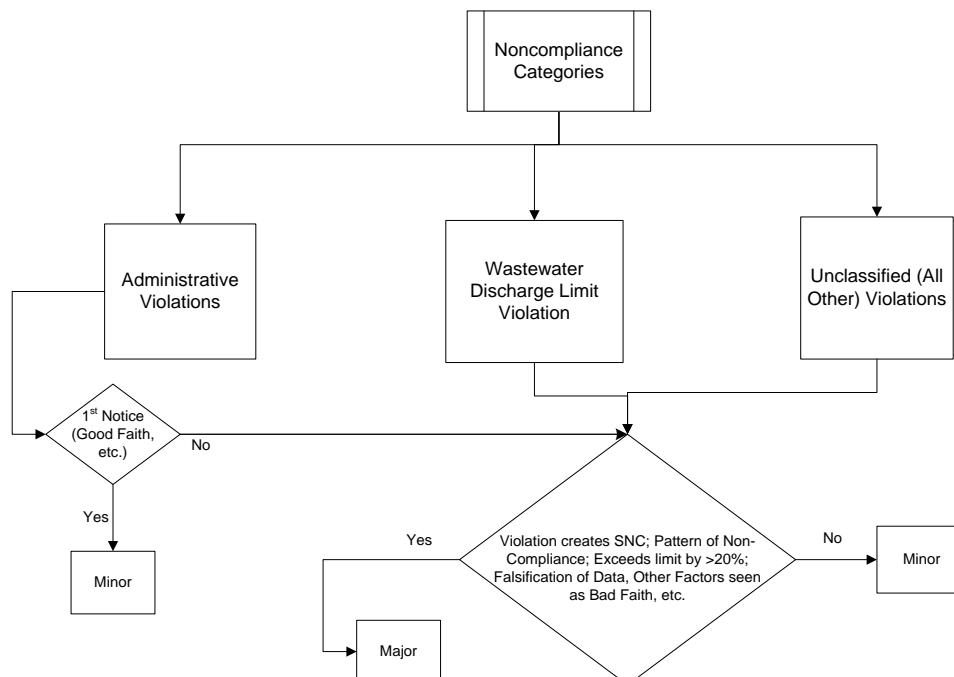
A. IMPLEMENTATION OF ENFORCEMENT ACTIONS

The violations and discrepancies identified during the screening process are evaluated using the ERP. The ERP is used to:

- Determine the appropriate enforcement steps (initial and follow-up);
- Establish staff responsibilities for implementing the enforcement action(s); and
- Designate time frames for progressive actions.

a. Categorizing Various Types of Violations: The first step in developing the ERP was to prepare a list of typical violations. Categorizing the violations facilitates the organization of noncompliance into smaller subsets that allows for consistent treatment of all violations that fall within a specified area of concern. The organization also allows for a systematic guide to resolving noncompliance using a step-wise escalated enforcement approach. The first major differentiation comes from the segregation of noncompliance events into administrative violations, discharge quality violations, and unclassified (all other) violations as defined in Chapter 4, Section A. Each category is then subdivided into major and minor violations. Figure 3-1 provides an overview this concept.

Figure 3-1. Violation Types Overview



-
- b. *Range of Enforcement Responses:*** To be effective, enforcement steps must produce the desired result – compliance. As such, each instance of noncompliance is handled with escalating enforcement remedies. Progressively more severe consequences occur when initial attempts are unsuccessful. Enforcement responses range from verbal (informal) warnings through written notices, administrative orders, permit revocations, civil actions, and criminal penalties. Because of the severe consequences associated with some of the administrative orders, SAWPA encourages timely responses to all instances of noncompliance. A concerted effort is made by the pretreatment program staff to resolve instances of noncompliance in a fair and equitable manner.

As stated in Chapter 2, the criteria for determining appropriate enforcement actions is related directly to the magnitude, duration and frequency of violation(s); the impact on public health, the environment, the Brine Line and OCSD facilities; the compliance history of the IU; and the good faith efforts of the IU to eliminate the noncompliance. Chapter 5, Section B below provides a comprehensive discussion of each enforcement response option.

Certain significant violations, because of the impact on public health and welfare, the environmental, or equipment operated by SAWPA or OCSD, produce an initial elevated enforcement response that is appropriate for the level of threat created by the noncompliance. These judgments are made at the sole discretion of the General Manager.

4.0 VIOLATION TYPES

This Chapter describes the three general areas of violation (Administrative, Discharge Limit, and other Unclassified). Each general area of violation is further subdivided into major and minor classifications. Examples are listed in each area to illustrate specific activities that enable SAWPA to classify, according to significance, the various types of violations.

A. ADMINISTRATIVE VIOLATIONS

Administrative violations are described in Article 6, Section 602.0 of Ordinance No. 7, and are generally directly related to a failure to report in a timely manner or take a specified action (or take an inappropriate action).

1. **Minor Administrative Violations** – Most minor administrative violations are determined through records review or when due dates are missed. The *Minor Administrative Violations* include, but are not limited to:
 - a. Submission of incomplete reports or questionnaires;
 - b. Late Reports or failure to submit questionnaires by scheduled due date;
 - c. Missing a compliance milestone date without prior notification to SAWPA;
 - d. Failure to conduct sampling including self-monitoring when required;
 - e. Failure to notify SAWPA of a violation of permit conditions within one (1) working day of the discovery of the violation; or
 - f. Failure to pay required fees, penalties, or charges within forty-five (45) calendar days from the due date.
2. **Major Administrative Violations** – Major administrative violations, in general, are those violations that are related to recurring or prolonged noncompliance with reporting requirements or payment of required fees. Examples of *Major Administrative Violations* include, but are not limited to:
 - a. Failure to respond to previous requests for information or to administrative orders;
 - b. Missing a compliance date by more than forty-five (45) days;
 - c. Falsification of documents or attempting to mislead SAWPA or OCSD in any manner;
 - d. Failure to cooperate with SAWPA or contracted employees in the course of performing their assigned duties;
 - e. A pattern of minor administrative violations;
 - f. Refusal to allow entry to authorized SAWPA or contracted employees, in the course of performing their job, onto User's property;
 - g. Failure to produce records or accurately report noncompliance;
 - h. Failure to submit required reports (self-monitoring, baseline monitoring, 90-day compliance report, Compliance Schedule progress reports) or submitting such report more than forty-five (45) days late ;
 - i. Failure to pay, within sixty (60) calendar days of the due date, any required fee, penalty or charge as noticed by SAWPA;

-
- j. Intentional discharge of a prohibited waste by a Liquid Waste Hauler into the Brine Line or tributaries thereto; or
 - k. Wastewater discharge without a valid Wastewater Discharge Permit after notification that a valid permit was not currently in place.

B. VIOLATIONS OF DISCHARGE LIMITATIONS

Discharge violations occur when a limit, either specified in the Wastewater Discharge Ordinance or the IU permit, has not been achieved (refer to Article 6, Section 603.0 of Ordinance No. 7).

1. **Minor Violations** – Minor discharge violations are defined as those that, either alone or in combination with similar User discharge violations, pose, as determined by the General manager, *no significant* threat to the public health, safety or welfare, the environment, Brine Line or tributaries thereto, OCSD's POTW or to any SAWPA employee or contractor.
2. **Major Violations** – Major discharge violations include, but are not limited to the following:
 - a. Significant noncompliance (SNC) as defined in 40 CFR 403.3(l); see Section 3.E above;
 - b. Discharges which, either alone or in combination with other discharges pose, as determined by the General Manager, a significant threat to the public health, safety or welfare, the environment, safe and efficient operation of Brine Line or tributaries thereto, OCSD's POTW or to any SAWPA employee or contractor;
 - c. Cause or contribute to the additional treatment costs incurred by SAWPA or a violation of OCSD's NPDES permit, or cause or contribute to pass through, interference, or other known damages;
 - d. Discharging regulated pollutants to the Brine Line or tributaries thereto without a current discharge permit;
 - e. A pattern of minor discharge violations;
 - f. Failure to correct a minor discharge violation within a specified time period; or
 - g. Tampering with or purposely rendering inaccurate any monitoring device, method or record required to be maintained pursuant to the Wastewater Discharge Ordinance.

C. UNCLASSIFIED VIOLATIONS

The General Manager reserves the right and shall have the discretion to treat any violation that is not otherwise classified, as a minor or major violation. The General Manager shall consider the magnitude of the violation, its duration, and its effect on receiving waters, the Brine Line or tributaries thereto, OCSD's POTW, the health and safety of SAWPA employees, contractors, Users, and the general public. The General Manager shall also evaluate the User's compliance history, good faith, and any other factors deemed relevant. (See Article 6, Section 604.0 of Ordinance No. 7).

D. SEPARATE VIOLATIONS

Any User found to be in violation of SAWPA's Ordinance shall be charged with a separate violation for each day the same violation exists. Wastewater discharge pollutant violations shall be considered an individual violation for each pollutant in violation (See Article 6, Section 605.0 of Ordinance No. 7).

5.0 BASIS FOR ERP & GUIDE

The following types and patterns of violations represent those which are likely to occur. This preliminary list establishes an appropriate and consistent enforcement response and provides guidance for unclassified violations through the precedence set for similar types of classified violations. This Chapter first describes the different types of violations and then presents the range of enforcement responses as illustrated in Figure 5-2 found at the end of the ERP.

A. VIOLATION CATEGORIES

The types of violations are organized in six discrete categories: Unauthorized Discharges, Discharge Limit Violations, Self-Monitoring Requirements, Permit Reporting Requirements, Violations of Administrative Mandates, and Violations of Ordinance or Permit Conditions. Specific criteria (e.g. deadlines for reporting, magnitude of violation, etc.) are described in Tables 2-7.

1. **Unauthorized Discharges** – All violations in this category are for discharges from an unpermitted source; however the violation can occur under different circumstances. The enforcement action for each case is dependent upon the harm caused or contributed to by the violation. The following violations may occur and enforcement responses are prepared for:
 - a. Discharging without a permit – The IU may be unaware of the requirements or is aware but has not obtained a wastewater discharge permit previously. For most of the SAWPA service area this is an unlikely occurrence for the Brine Line in that direct dischargers must physically make a connection to the Brine Line and indirect dischargers must haul their waste to a Collection Station that verifies the discharger has a permit. For the JCSD service area, illegal or illicit connections, or existing connections to the collection system are plausible; and IUs connecting without a wastewater discharge permit may take place.
 - b. Failure to inform change of ownership – Changes in ownership requires a new permit. The change in ownership may also change the nature of the discharge.
 - c. Discharging with an expired permit – Each IU is given sufficient notification to apply for renewal of a permit. Unauthorized discharge occurs when a permit expires and the IU continues to discharge.
 - d. Discharging with a suspended permit.
 - e. Discharging with a revoked permit – In this category the IU has been notified of the revocation and may be subjected to a higher level of enforcement relative to the others above.
2. **Exceedance of Discharge Limits** – General, specific, and prohibited discharge standards and limitations are expressed in the IU permit and in the Wastewater Discharge Ordinance. Any exceedance of those specified limits falls into this category. Violations to discharge limits may be either major or minor violations depending on the magnitude, frequency of occurrence, and the effect. The exceedance can be detected during any of the following:

-
- a. Routine sampling (self-monitoring or delegated control authority monitoring)
 - b. Slug load discharge
 - c. Surveillance sampling
 - d. Compliance sampling (Under Compliance or Consent Order)

Enforcement responses are provided for: minor discharge violations, major discharge violations, and recurring discharge violations.

3. **Violation of Self-Monitoring Requirements** – All IUs that self-monitor have requirements for scheduled monitoring and reporting of the results. Violations which may occur and for which enforcement responses have been prepared include:
 - a. Failure to sample as described in the self-monitoring requirements of the permit
 - b. Failure to submit self-monitoring report within specified time frame
 - c. Submitting an incomplete or deficient self-monitoring report
 - d. Failure to resample following a violation based on self-monitoring results
 - e. Repeated failure to self-monitor correctly
 - f. Intentional falsification of self-monitoring reports
 - g. Selective Reporting
4. **Violation of Permit Reporting Requirements** - Each IU permits contains specific reporting requirements. Violations which may occur and for which enforcement responses have been prepared include:
 - a. Failure to accurately report effluent flow monitoring data
 - b. Failure to accurately report process flow monitoring data
 - c. Failure to accurately report process changes
 - d. Failure to accurately report batch discharge
 - e. Failure to accurately report spills and slug loads
5. **Violation of Administrative Mandates** – These violations are caused when an IU fails to respond to previously issued mandates, directives, administrative orders, compliance schedule agreements, etc. Violations which may occur and for which enforcement responses have been prepared include:
 - a. Failure to comply with a Correction Notice
 - b. Failure to comply with a Written Warning
 - c. Failure to comply with a Monitoring/Production Information Order (MPIO)
 - d. Failure to comply with a Notice of Violation
 - e. Failure to comply with a Consent Order
 - f. Failure to comply with a Compliance Order
 - g. Failure to comply with a Civil Penalty Order
 - h. Failure to comply with a Cease and Desist Order
 - i. Failure to comply with a Permit Revocation Order
6. **Violation of Ordinance and Permit Conditions** - These violations refer to an IU's failure to comply with Ordinance or Permit conditions regarding record keeping, maintenance of pretreatment equipment, BMPs, interfering or denying reasonable access

to the facility, Ordinance prohibitions, etc. Violations which may occur and for which enforcement responses have been prepared include:

- a. Failure to install or maintain required BMPs, pretreatment equipment, spill containment, representative sample point, or flow monitoring equipment
- b. Failure to maintain records
- c. Failure to comply with Ordinance prohibitions
- d. Failure to allow reasonable access for the purpose of inspection

B. RANGE OF ENFORCEMENT RESPONSES

A range of enforcement responses has been developed to ensure that reasonable and effective responses match the urgency for correcting the noncompliance. SAWPA pretreatment program personnel will follow the provisions of this Enforcement Response Plan and the Wastewater Discharge Ordinance to determine the appropriate steps to take when resolving noncompliance issues. The following enforcement actions represent the range of responses available to SAWPA for eliminating noncompliant activities. Nothing in any of the following enforcement actions shall be construed to limit any authority of SAWPA to issue any other order or actions which are deemed necessary to protect Orange County Sanitation District's Treatment Plant, Brine Line, personnel, the environment, or public health or safety. The following enforcement responses, except for Informal Notices and Correction Notice are included in Ordinance No. 7, Section 605.0.

1. **Informal Notice** – An Informal notice is for minor infractions only and may be verbal or written. The intent is to point out a problem and encourage compliance without taking formal compliance actions. The notice may come via telephone, e-mail, informal meetings, during an inspection, or with a reminder letter. All informal notices are documented and retained in case the IU fails to respond.
2. **Written Warning** - A Written Warning shall be given to a User identified to have a minor administrative violation of this Ordinance or permit condition or requirement. The written warning shall be served personally or by certified mail upon the User, and the written warning will state the provisions violated, the facts alleged to constitute the violation and may include a correction notice at the discretion of the General Manager.
3. **Correction Notice.** A correction notice shall be given to a User to require correction of minor violations noted during an inspection by the General Manager of the User's facility and may be issued in conjunction with a written warning.
 1. Compliance time extensions may be granted to Users who fail to correct minor violation required by a correction notice, upon showing of good cause by such User.
 2. For purposes of this Section, "good cause" means an unforeseeable and unavoidable event or series of events, over which User had no control, which prevented or significantly impaired the User's ability to comply with the correction notice.

A Correction Notice may require a written response within ten (10) business days of receipt; User shall provide a written explanation to the General Manager of the violation, including specific actions taken to correct the violation. Submission of such a response in no way relieves the User of liability for any violations occurring before or after receipt of the written warning and/or correction notice.

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4. **Monitoring/Production Information Order (MPIO)** - This type of enforcement response is warranted when an IU sample result, regardless of who collected the sample, indicates consecutive violations for the same pollutant or if determined to be in SNC. The MPIO may include the requirement for fourteen (14) consecutive production days of flow monitoring and sampling for the pollutant(s) in violation. The MPIO is applicable and may be issued to categorical users which have production based discharge limits.
 5. **Notice of Violation (NOV)** – The written NOV is issued to an IU that has violated, or continues to violate, any provision of this Ordinance, related resolution, an individual Wastewater Discharge Permit or any order issued under this Ordinance. The NOV shall be served personally or by certified mail upon the IU, and the NOV will state the provisions violated, the facts alleged to constitute the violation and may include any proposed corrective actions or monitoring. Within ten (10) business days of the receipt of the NOV, the IU shall provide a written explanation of the violation, a plan for the satisfactory correction and prevention thereof, including specific required actions. Submission of such a response and plan in no way relieves the IU of liability for any violations occurring before or after receipt of the NOV. .
 6. **Violation Meeting** - This meeting is required when an IU failed to achieve compliance after issuance of a NOV, or violation(s) resulting in SNC status. The purpose of the meeting is to determine the appropriate next step in the enforcement process. Options include drafting a Compliance Order, a Consent Order, or to determine if an extension in the compliance schedule is warranted. The meeting also offers the User an opportunity to propose solutions or file an appeal.
 7. **Consent Order** - The General Manager may enter into an agreement with a violating IU that contains a mutually agreed upon compliance schedule with interim compliance milestones for correcting noncompliance within a specified time period, for payment of damages, penalties, fines, or other remedies. The purpose of the Consent Order between SAWPA and the IU is to allow the IU who has demonstrated a willingness to correct violations a voice in the development of their Enforcement Compliance Schedule Agreement (ECSA). No element of ECSA shall exceed nine (9) calendar months in duration.
 8. **Compliance Order** – A Compliance Order shall be issued to an IU that has violated or continues to violate this Ordinance, the User’s Wastewater Discharge Permit, or any other order issued under this Ordinance. The Compliance Order is to be issued to the IU responsible for the violation(s) which shall specify the provisions violated and the facts constituting the violation(s), and shall direct that adequate treatment facilities, devices, or other related appurtenances be installed and properly operated by a specified time period. Compliance Orders may also contain such other requirements deems reasonably necessary and appropriate to assure timely compliance with this Ordinance and to address the noncompliance. Such Order may require the installation of pretreatment technology, additional self-monitoring, management practices, adherence to a compliance schedule with milestones, submission of action plans, appearance by the IU at a specific time and place for a compliance meeting, or other measures necessary to achieve and maintain compliance. The Compliance Order is developed by the General Manager without comment from the User and may include a civil penalty pursuant to Ordinance Section 610.H.

If no public hearing on the alleged violation(s) has been previously conducted, the alleged violating IU may either submit a written explanation or other response to the Order or request the General Manager to conduct either an informal meeting or a hearing. Such submission or request shall be in writing and filed with the General Manager no later than ten (10) calendar days after receipt of the Order. The request shall not stay the Order.

A Compliance Order may be enforced by an Administrative Complaint under Ordinance Section 610 or by court action.

9. **Civil Penalty Order** - This Order is issued by the General Manager or SAWPA Counsel. The Order is used to assess penalties as required by the Ordinance and to cover other costs incurred by SAPWA in the investigation, monitoring, administrative, legal, enforcement, cleanup and repairs which are related to the IU's violation(s). This Order may be issued independently or included with any other Administrative Order.
10. **Cease and Desist Order** - Cease and Desist Orders are issued to gain immediate compliance from an IU when violations pose a threat to the Brine Line or tributaries thereto, OCSD's POTW, SAWPA employees or contractors, the environment, or the public. Cease and Desist Order may also be issued to an IU who continue to discharge wastewater to the Brine Line or tributaries thereto, without a valid Wastewater Discharge Permit or in violation of such permit. The Cease and Desist Order shall include the deadline for suspending the violating discharge or condition and shall include pertinent facts that support the Cease and Desist Order. Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for taking any other action against the IU.
11. **Show Cause Hearing** - An IU which has violated, or continues to violate, any provision of this Ordinance, an individual Wastewater Discharge Permit, or any Order issued under this Ordinance, or any other pretreatment standard or requirement adopted by resolution or otherwise, may be required to appear before the General Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the IU specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the IU show cause why the proposed enforcement action should not be taken. The notice of hearing shall be served personally or by certified mail at least thirty (30) days prior to the hearing. The hearing shall be in the nature of a meet and confer meeting. A show cause hearing shall not be a bar against, or prerequisite for, taking any enforcement action against the IU.
12. **Wastewater Discharge Permit Revocation** - A permit may be revoked for any violation of any provision of the Ordinance. The violations can include: falsification of required information, refusing to allow entry to facility for the purpose of inspection, failure to re-apply for a wastewater discharge permit, failure to pay required fees or charges, or for other reasons deemed appropriate to protect the interests of SAWPA. Upon determination that there are reasonable grounds for permit revocation, the General Manager may issue a permit revocation notice (written and sent by certified mail) with a minimum notification of fifteen (15) days. The General Manager shall make a hearing available to the User. The show cause hearing as to why the revocation should not be issued. See the Show Cause Hearing section above for additional information.
13. **Emergency Suspension Order** - The General Manager may immediately issue a Suspension Order of the User's discharge, after notice to the User, in response to an actual or threatened

discharge which reasonable appears to be present, or cause an imminent or substantial endangerment to health and welfare; the environment; a discharge that causes or contributes to a violation of OCSD's permit limits; interference with the Brine Line; or an endangerment to OCSD or Brine Line personnel. Failure to comply with the Emergency Suspension Order may lead to Termination of Service.

14. **Termination of Service** - The General Manager may immediately terminate all wastewater disposal services to any User in order to stop an actual or potential discharge which presents an imminent or substantial endangerment to health and welfare of persons or the environment, or which cause interference to the Brine Line or tributaries thereto, OCSD's POTW, or cause OCSD to violate any condition of its NPDES permit. Service may also be terminated for Users who fail to obtain a valid Wastewater Discharge Permit. If the User fails to terminate the discharge to the Brine Line and OCSD's POTW, the General Manager shall take such steps as deemed necessary, including immediate severance of sewer service lateral connections, to prevent or minimize damage.
15. **Annual Publication for Significant Noncompliance** - The names of all Significant Industrial Users (SIUs) which are found to be in significant noncompliance or SNC with established requirements will be published annually in the largest daily circulating newspaper within the jurisdiction of SAWPA or within the location of the IU in accordance with 40 CFR 403.8(f)(2) (viii).
16. **Administrative Complaint** - The General Manager of SAWPA may issue an Administrative Complaint to any User who violates the Ordinance, a Wastewater Discharge Permit, or an Administrative Order. Administrative Complaints are used to assess civil liability and to propose a civil penalty. The Administrative Complaint is served by personal delivery or certified mail on the IU. It informs the IU served that a hearing is to be conducted within sixty (60) days after the IU has been served. The hearing and waiver procedures are found in the Ordinance, Section 610.0.

At SAWPA's discretion, Civil Penalties may be imposed in accordance with Government Code, Section 54740.5(d) as follows:

- In an amount not exceeding \$2,000.00 for each day an IU fails or refuses to furnish technical or monitoring reports;
- In an amount not exceeding \$3,000.00 for each day an IU fails or refuses to timely comply with any compliance schedule established by the General Manager;
- In an amount not exceeding \$5,000.00 per violation for each day for discharges in violation of any waste discharge limitation, permit condition, or requirement issued, reissued, or adopted by SAWPA;
- In an amount not exceeding \$10.00 per gallon for discharges in violation of any suspension, cease and desist, or other order(s) issued, reissued or adopted by the General Manager.

Any user aggrieved by a final order issued by SAWPA, under the Administrative Complaint, may obtain review of the order of the Commission in the Superior Court by filing a petition for writ of mandate within thirty (30) days following the service of a copy of said order.

17. **Civil Liability** - Civil liability may be assessed to those IUs as deemed appropriate by SAWPA's General Manager and Legal Counsel. SAWPA's Legal Counsel is authorized to petition the Superior Court to impose, assess, and recover a sum, not to exceed \$25,000.00 a day for each violation. The General Manager of SAWPA may also seek to recover reasonable attorney fees, court costs, and all other costs associated with the enforcement activities.
18. **Criminal Penalties** - Criminal provisions are included for any User that willfully or knowingly violates provisions of the Ordinance, Orders, or Permit. If convicted, the User is guilty of a misdemeanor which includes punishment by a fine not to exceed \$1,000.00 per day or imprisonment for not more than six months, or both, for each violation.
19. **Supplemental Enforcement Actions** - The General Manager may decline to issue or reissue a Wastewater Discharge Permit for cause, unless the User files a satisfactory performance bond payable to SAWPA, in a sum not to exceed a value determined by the General Manager to be necessary to ensure consistent compliance.

The General Manager may decline to issue or reissue a Wastewater Discharge Permit for cause, unless the User first submits proof of *liability insurance* in a sufficient amount to restore or repair damage to the Brine Line or tributaries thereto or OCSD's POTW.

Water supply severance may also be used in response to a violation or continued violations by an IU as described in Ordinance Section 615.0.C.

C. CRITERIA FOR DETERMINING APPROPRIATE ENFORCEMENT ACTIONS

The previous two sections of this Chapter described the types of violations likely to occur and the range of enforcement responses available to SAWPA. This section presents the criteria used in determining the most appropriate response for each violation. In general, all enforcement responses are determined by the following criteria: magnitude of the violation, duration and/or frequency of the violation, effect on the environment or public health, effect on the Brine Line or tributaries

thereto, effect on OCSD's POTW and their compliance status, the IU's compliance history, and the good faith efforts of the IU to return to compliance.

1. **Magnitude of the Violation** - Violations must be evaluated against the potential or actual threat created by the noncompliance. While some violations are isolated and insignificant others, even as a single isolated event, require higher level enforcement because of the magnitude of the impact created by the violation.
2. **Duration and/or Frequency of the Violation** - Regardless of the magnitude, the duration of the violation must be considered in determining the enforcement response. Escalating enforcement actions are available to discourage repeat (frequent) or long duration violations.
3. **The Effect of the Violation on Public Health or the Environment** - The actual or potential effect of a violation on public health or the environment is a significant factor in determining the appropriate level of response. Enforcement responses needed to correct violations that endanger public health or the environment is elevated to a higher level of significance in order to correct the situation in a timely manner. The response includes provisions for recovering costs incurred by SAWPA or OCSD as a result of the noncompliance.
4. **The Effect of the Violation on the Brine Line, OCSD's POTW, or Agency Personnel** - Violations which jeopardize the Brine Line, OCSD's POTW, or agency personnel requires a level of response that minimizes the extent of the damage and returns the User to compliance immediately. The response includes provisions for recovering costs incurred by SAWPA or OCSD as a result of the noncompliance.
5. **Compliance History of the IU** - In determining the appropriate level of enforcement response, the compliance history of the IU is taken into consideration. This history of compliance also includes the IU's efforts in maintaining pretreatment equipment and the development and implementation of pollution prevention and waste minimization programs.
6. **Good Faith Efforts of the IU to Eliminate Noncompliance** - Efforts by the IU to eliminate noncompliance are factored into the enforcement response decision. Good faith efforts is defined in the Clean Water Act (No. 95-14, Vol.3) as prompt and vigorous pollution control measures undertaken by the discharger which shows that extraordinary efforts (not a "business-as-usual" approach) have been made to achieve compliance.

D. PERSONNEL RESPONSIBILITIES

Specific personnel have been identified for implementing the various enforcement activities and responses. The General Manager of SAWPA has delegated responsibilities for each of the enforcement responses as identified in Section B of this Chapter. The following abbreviations are used in the ERP and Guide to indicate designated personnel:

AA: Administrative Assistant
IN : Inspector
OM: Eng. & Operations Manager
EN: Engineer/Permit Writer
MP: Manager of Permitting & Pretreatment
GM: General Manager
LC: Legal Counsel

SAWPA and the Member/Contract Agencies should designate the specific positions by job title or classification that are assigned the responsibilities listed above. Table 8 found at the end of the ERP should be completed for that designation to be documented. The designation should be by job title and not the person's name.

E. ENFORCEMENT RESPONSE TIMELINESS

Enforcement responses must be implemented as soon as violations are identified during the screening process. Table 1 presents the guidelines established by SAWPA to ensure timely responses to all noncompliance. The timelines are intended as guidelines and as a target for responses under normal situations. As such, the actual response time, depending upon extenuating circumstances, may be shorter or longer. SAWPA recognizes that unforeseen circumstances may interfere in the implementation of the enforcement response which may result in the completion of the required response beyond a time period otherwise anticipated or set forth in Table 1. An example or overview of progressive response to noncompliance is illustrated in Figure 2 – ERP Overview.

Table 1: ERP and Guide Timeframes

Enforcement Response Implementation Guidelines		
Enforcement Response	Implementation Guidelines	
	Goal (work days)	From
Informal Notices	5 Days	Date the violation was identified
Correction Notice	5 Days	Date the violation was identified
Written Warning	10 Days	Date the violation was identified
Compliance Follow-up Inspection	30 Days	Date the violation was identified
Compliance Audit	90 Days	Date the NOV was transmitted
MPIO	10 Days	Date the violation was identified
NOV	15 Days	Date the violation was identified
Violation Meeting	30 Days	Date of compliance follow-up inspection
Consent Order	30 Days	Date of Compliance Meeting
Compliance Order	30 Days	Date of Compliance Meeting
Complaint to Recover Incurred Costs	90 Days	Date when harm identified
Cease and Desist Order	10 Days	Date IU fails to submit required permit application
	5 Days	Date IU's permit expired
	2 Days	Date IU's permit suspended
	1 Day	Date when IU was known to have caused harm
	10Days	Date for other appropriate unspecified violations
Show Cause Hearing	60 Days	Date of Violation Meeting
Suspension Order	1 Day	Date of Findings
Permit Revocation	30 Days	From Hearing Date
Physical Termination of Service	10 Days	Date when IU notified of unpermitted discharge
	10 Days	Date when IU failed to comply with administrative mandate
	10 Days	Date for other appropriate unspecified conditions
Notify Industry of SNC Status	10 Days	Date from which SNC Status verified
SNC Publication	Annually	Published during 1st Quarter of each Calendar Year
Administrative Complaint/Fine	60 Days	Date from NOV
Civil Action to Recover Civil Penalties	90 Days	Date from NOV

The tables that follow summarize the anticipated violations, enforcement responses and the personnel responsible for implementing the enforcement action(s). The guidance listed in each table provides the necessary remedies to ensure a consistent approach with escalating enforcement actions being implemented by progressively higher levels of authority.

ENFORCEMENT RESPONSE PLAN AND GUIDE

Table 2: Unauthorized Discharge Violations

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
Discharging without a Permit	•No Harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ NOV with Notice to submit permit application ▶ Cease & Desist Order ▶ Administrative Complaint/Fine ▶ Physical Termination of Service 	IN, EN OM,MP OM, MP, LC IN/OM/MP, LC, GM
	•Harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ NOV with Notice to submit permit application ▶ Cease & Desist Order ▶ Complaint for Recovery of SAWPA Incurred Costs ▶ Administrative Complaint/Fine ▶ Physical Termination of Service ▶ Criminal Penalties 	IN, EN OM,MP MP, LC OM, MP, LC IN/OM/MP, LC, GM
Failure to Inform Change of Ownership	•No Harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ NOV with Notice to submit permit application ▶ Cease & Desist Order ▶ Administrative Complaint/Fine ▶ Physical Termination of Service 	IN, EN OM,MP OM,MP, LC IN/OM/MP, LC, GM
	•Harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ NOV with Notice to submit permit application ▶ Cease & Desist Order ▶ Complaint for Recovery of SAWPA Incurred Costs ▶ Administrative Complaint/Fine ▶ Physical Termination of Service ▶ Criminal Penalties 	IN, EN OM,MP MP, LC OM, MP, LC IN/OM/MP, LC, GM
Discharging with Expired Permit	•IU fails to renew permit on time after proper notice - Discharge has not caused harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Administrative Complaint/Fine ▶ Physical Termination of Service 	OM,MP OM, MP, LC IN/OM/MP, LC, GM
	•IU fails to renew permit on time after proper notice - Discharge has caused harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Complaint for Recovery of SAWPA Incurred Costs ▶ Administrative Complaint/Fine ▶ Physical Termination of Service ▶ Criminal Penalties 	OM,MP MP, LC OM, MP, LC IN/OM/MP, LC, GM
Discharging with Suspended Permit	•No Harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Administrative Complaint/Fine ▶ Permit Revocation Proceedings 	OM,MP OM, MP, LC IN/OM/MP, LC, GM
	•Harm to Brine Line or OCSD	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Administrative Complaint/Civil Penalties ▶ Complaint for Recovery of SAWPA Incurred Costs 	IN, EN OM,MP, LC OM,MP, LC

Table 2: Unauthorized Discharge Violations (Cont'd)

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
Discharging with Suspended Permit (Cont')	●Harm to Brine Line or OCSD	▶ Permit Revocation Proceedings ▶ Criminal Penalties	IN/OM/MP, LC, GM
Discharging with Revoked Permit	●No Harm to Brine Line or OCSD ●Harm to Brine Line or OCSD	▶ Cease & Desist Order/Court Injunction ▶ Administrative Complaint/Civil Penalties ▶ Court Injunction ▶ Administrative Complaint/Civil Penalties ▶ Complaint for Recovery of SAWPA Incurred Costs ▶ Physical Termination of Service ▶ Criminal Penalties	IN/OM/MP, LC, GM OM, MP, LC IN/OM/MP, LC, GM OM,MP, LC OM,MP, LC IN/OM/MP, LC, GM

Table 3: Violations of Discharge Limits

Nature of Violation	Circumstances	Range of Enforcement Response¹	Personnel
Permit Limit Exceedance	•Isolated or first violation within a six-month period - Minor Violation	▶ Written Warning, NOV ▶ Compliance Follow-up Inspection & Verification	AA, IN, OM IN
	•Isolated or first violation within a six month period - Major Violation	▶ NOV ▶ Compliance Follow-up Inspection & Verification ▶ Compliance Audit ▶ Compliance Meeting ▶ Consent/Compliance Order	AA, IN, OM IN IN, OM IN.OM,MP OM, MP
	•Recurring, 2 or more within a six-month period, Major or Minor	▶ NOV with monetary penalty MPIO ▶ Compliance Follow-up Inspection & Verification ▶ Compliance Audit ▶ Violation Meeting ▶ Consent/Compliance Order	AA, IN, OM IN IN, OM IN.OM,MP IN.OM,MP
BMP Requirements Not Met	•Isolated or first violation within a six-month period - Minor Violation	▶ Written Warning, NOV ▶ Compliance Follow-up Inspection & Verification	AA, IN, OM IN
	•Isolated or first violation within a six month period - Major Violation	▶ NOV ▶ Compliance Follow-up Inspection & Verification ▶ Compliance Audit ▶ Compliance Meeting ▶ Consent/Compliance Order	AA, IN, OM IN IN, OM IN.OM,MP OM, MP
	•Recurring, 2 or more within a six-month period, Major or Minor	▶ NOV ▶ Compliance Follow-up Inspection & Verification ▶ Compliance Audit ▶ Violation Meeting ▶ Consent/Compliance Order	AA, IN, OM IN IN, OM IN.OM,MP IN.OM,MP
Slug Load Discharge	•Isolated or first violation within a six-month period - No Harm to Brine Line or OCSD	▶ Issue Cease & Desist Order ▶ Compliance Follow-up Inspection & Verification ▶ Administrative Complaint/Fine	OM,MP IN OM, MP, LC
	•Isolated or first violation within a six-month period - Harm to Brine Line or OCSD	▶ Issue Cease & Desist Order ▶ Compliance Follow-up Inspection & Verification ▶ Complaint for Recovery of SAWPA Incurred Costs ▶ Administrative Complaint/Civil Penalties	OM,MP IN MP, LC OM,MP, LC

¹ May include monetary fines or penalties at SAWPA's discretion.

Table 3: Violations of Discharge Limits (Cont'd)

Nature of Violation	Circumstances	Range of Enforcement Response²	Personnel
Slug Load Discharge (Cont')	<ul style="list-style-type: none"> •Recurring, 2 or more within a six-month period - No Harm to Brine Line or OCSD 	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Compliance Follow-up Inspection & Verification ▶ Permit Suspension Proceedings ▶ Administrative Complaint/Fine 	OM,MP IN OM/MP, LC, GM OM, MP, LC
	<ul style="list-style-type: none"> •Recurring, 2 or more within a six-month period - Harm to Brine Line or OCSD 	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Compliance Follow-up Inspection & Verification ▶ Permit Suspension Proceedings ▶ Complaint for Recovery of SAWPA Incurred Costs ▶ Administrative Complaint/Fine 	OM,MP IN OM/MP, LC, GM MP, LC OM, MP, LC
Surveillance (Downstream) Sampling	<ul style="list-style-type: none"> •IU in Violation of Discharge Limits - Minor 	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Compliance Meeting ▶ Administrative Complaint/Fine ▶ Issue Compliance/Consent Order 	OM,MP IN,OM,MP OM, MP, LC OM, MP
	<ul style="list-style-type: none"> •IU in Violation of Discharge Limits - Major 	<ul style="list-style-type: none"> ▶ Cease & Desist Order ▶ Compliance Meeting 	IN,OM,MP
	<ul style="list-style-type: none"> •IU in Violation of Discharge Limits - Major 	<ul style="list-style-type: none"> ▶ Administrative Complaint/Fine ▶ Permit Suspension Proceedings ▶ Issue Compliance/Consent Order 	OM, MP, LC OM,MP, LC, GM OM, MP
Permit Limit Exceedance While Under Compliance or Consent Order	<ul style="list-style-type: none"> •First Violation - Major or Minor 	<ul style="list-style-type: none"> ▶ Written Warning, NOV ▶ Issue Cease & Desist Order ▶ Compliance Follow-up Inspection & Verification 	AA, IN, OM OM,MP IN
	<ul style="list-style-type: none"> •Recurring, 2 or more within the duration of the Compliance or Consent Order 	<ul style="list-style-type: none"> ▶ NOV ▶ Administrative Complaint/Fine ▶ Compliance Follow-up Inspection & Verification ▶ Permit Suspension Proceedings 	AA, IN, OM OM, MP, LC IN OM,MP, LC, GM

² May include monetary fines or penalties at SAWPA's discretion.

Table 4: Violations of Self-Monitoring Requirements

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
Failure to Perform Self-Monitoring	•First Occurrence	► NOV to Submit SMR within 10 days	AA,IN
	•Subsequent Occurrences	► NOV with Written Warning of Administrative Fine/SNC Notification/Publication	AA,IN
		► SNC Notification/Publication	OM, MP
		► Administrative Complaint/Fine	OM, MP, LC, GM
Failure to Submit Self-Monitoring Report	•Report is past Due (10 Days)	► Informal Notice or Written Warning to Submit SMR within 10 days	AA,IN
	•Report is past Due (10 Days) past Informal Late Notice	► Issue Written Warning of Administrative Fine/SNC Notification/Publication	AA,IN
	•Report is past Due (10 Days) past Written Warning	► SNC Notification/Publication	OM, MP
	•Failure to Submit SMR (>30 Days) late from 1st Notice	► Administrative Complaint/Fine	OM, MP, LC, GM
Deficient SMR - Incomplete/Incorrect	•Initial Failure - SMR is incomplete or has incorrect information, is not signed by authorized person or indicate incorrect monitoring procedures (Resampling Required)	► Notify IU immediately regarding deficiencies and that report will be considered past due if revised SMR is not submitted within 10 days from the original due date	AA, IN
	•Subsequent Violation(s)	► Issue NOV	OM, MP
Failure to Resample Following a Self-Monitoring Violation	•Report is past due (10 Days)	► Issue Written Warning	IN, OM
	•Report is past due (30 Days)	► SNC Notification/Publication ► Administrative Complaint/Fine	OM, MP OM, MP, LC, GM
Repeated Failure to Self-Monitor Correctly	•Second Violation	► Issue Written Warning	IN, OM
	•Subsequent Repeat Violation	► Administrative Complaint/Fine	OM, MP, LC, GM
Intentional Falsification of Self-Monitoring Reports	•First Occurrence	► Issue Notice Informing IU of Allegation	OM, MP
	•Subsequent Occurrences	► Administrative Complaint/Fine	OM, MP, LC, GM

Table 4: Violations of Self-Monitoring Requirements (Cont'd)

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
		► Permit Revocation Proceedings	IN/OM/MP, LC, GM
Failure to Report All Self-Monitoring Results (selective reporting)	• First Occurrence	► Issue NOV - Requiring submission of all unreported results within 45 days - Warning of Administrative fine/SNC Publication if not resolved	OM, MP
	• Subsequent Occurrences	► Issue NOV - Requiring submission of all unreported results within 45 days - Warning of Administrative fine/SNC Publication if not resolved	OM, MP, LC
		► Administrative Complaint/Fine	OM, MP, LC, GM
		► SNC Notification/Publication	OM, MP

Table 5: Violations of Permit Reporting Requirements

Nature of Violation	Circumstances	Range of Enforcement Response³	Personnel
Failure to Comply with Flow Meter Data Reporting Requirements	•Report is Past Due (10 Days)	▶ Correction Notice and SNC Publication if Report Late by 45+ Days	IN, OM
	•Report is Past Due (30 Days)	▶ SNC Notification/Publication ▶ Administrative Complaint/Fine	OM, MP OM, MP, LC
Failure to Report Production Data or Changes in Production	•Report is Past Due (10 Days)	▶ Correction Notice and SNC Publication if Report Late by 45+ Days	IN, OM
		▶ SNC Notification/Publication ▶ Administrative Complaint/Fine	OM, MP OM, MP, LC
Failure to Report Process Changes	•First-Time Violation	▶ Issue NOV	OM,MP
	•Subsequent Violations	▶ Issue NOV for Repeat Violation ▶ Administrative Complaint/Fine	OM, MP OM, MP, LC
Failure to Report Batch Discharge	•First-Time Violation	▶ Issue NOV	OM,MP
	•Subsequent Violations	▶ Issue NOV for Repeat Violation ▶ Administrative Complaint/Fine	OM, MP OM, MP, LC
Failure to Report Spills or Slug Loads	•First-Time Violation	▶ Issue NOV	OM,MP
	•Subsequent Violations	▶ Issue NOV for Repeat Violation ▶ Administrative Complaint/Fine	OM, MP OM, MP, LC

³ May include warning of monetary fines or penalties at SAWPA's discretion.

Table 6: Violations of Administrative Mandates

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
Failure to Comply with Monitoring Production Information Order (MPIO)	<ul style="list-style-type: none"> •IU does not comply with all Provisions of the MPIO but is not in SNC 	<ul style="list-style-type: none"> ► Compliance Inspection - Verification ► Increase Self-Monitoring Requirements ► Consent or Compliance Order ► Administrative Complaint/Fine 	IN OM, MP OM,MP OM, MP, LC
	<ul style="list-style-type: none"> •Failure results in SNC Status 	<ul style="list-style-type: none"> ► NOV with Notice to Comply with Discharge Limits ► Administrative Complaint/Fine ► SNC Notification/Publication ► Permit Suspension Proceedings 	IN, EN OM, MP, LC OM,MP OM/MP, LC, GM
Failure to Comply with Consent Order	<ul style="list-style-type: none"> •Missed Milestone in Schedule 	<ul style="list-style-type: none"> ► NOV ► Monetary fines and penalties 	OM, MP
	<ul style="list-style-type: none"> •Failure to Submit Reports Required by the Consent Order 	<ul style="list-style-type: none"> ► NOV ► Warning Notice for SNC Publication for Continued Failure ► Monetary fines and penalties 	OM/MP
Failure to Comply with Compliance Order	<ul style="list-style-type: none"> •Failure to Comply with Consent Order Provisions (30 days past due) 	<ul style="list-style-type: none"> ► Administrative Complaint/Fine ► SNC Notification/Publication ► Permit Suspension Proceedings 	OM, MP, LC OM,MP OM/MP, LC, GM
	<ul style="list-style-type: none"> •Missed Milestone in Schedule •Failure to Submit Reports Required by the Consent Order 	<ul style="list-style-type: none"> ► NOV ► Monetary fines and penalties 	OM, MP
Failure to Comply with Cease & Desist Order	<ul style="list-style-type: none"> •Failure to Submit Reports Required by the Consent Order 	<ul style="list-style-type: none"> ► NOV ► Warning Notice for SNC Publication for Continued Failure ► Monetary fines and penalties 	OM/MP
	<ul style="list-style-type: none"> •Failure to Comply with Consent Order Provisions (30 days past due) 	<ul style="list-style-type: none"> ► Administrative Complaint/Fine ► SNC Notification/Publication ► Permit Suspension Proceedings 	OM, MP, LC OM,MP OM/MP, LC, GM
Failure to Comply with Cease & Desist Order	<ul style="list-style-type: none"> •IU Continues to Discharge in Violation of Limits - No Harm to Brine Line or OCSD 	<ul style="list-style-type: none"> ► Issue NOV for Failure to Comply with Cease & Desist Order ► Compliance Inspection - Verification ► Increase Self-Monitoring Requirements ► Administrative Complaint/Civil Penalties ► Permit Suspension Proceedings 	OM,MP IN OM, MP OM,MP, LC IN/OM/MP, LC, GM
	<ul style="list-style-type: none"> •IU Continues to Discharge in Violation of Limits - Harm to Brine Line or OCSD 	<ul style="list-style-type: none"> ► Issue NOV for Failure to Comply with Cease & Desist Order ► Administrative Complaint/Civil Penalties ► Complaint for Recovery of SAWPA Incurred Costs 	OM,MP OM,MP, LC OM,MP, LC

Table 6: Violations of Administrative Mandates (Cont'd)

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
Failure to Comply with Cease & Desist Order (Cont')	●IU Continues to Discharge in Violation of Limits - Harm to Brine Line or OCSD (Cont')	▶ Permit Revocation Proceedings ▶ Criminal Penalties	IN/OM/MP, LC, GM
Failure to Comply with Permit Suspension or Revocation Order	●IU does not Comply with Directives of the Suspension or Revocation Order	▶ Issue NOV for Failure to Comply with Permit Suspension or Revocation Order ▶ Administrative Complaint/Civil Penalties ▶ Physical Termination of Service ▶ Complaint for Recovery of SAWPA Incurred Costs ▶ Criminal Penalties	OM,MP OM,MP, LC IN/OM/MP, LC, GM OM,MP, LC

Table 7: Violations of Ordinance or Special Permit Conditions

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
Failure to Implement any Required Action Need to: Install Treatment or Spill Containment, a Representative Sample Point or Flow Monitoring Equipment	<ul style="list-style-type: none"> Initial failure - Initiated action but missed due date(s) Repeated Failure - Missed Correction Notice Compliance Dates Complete Failure - Did Not initiate actions or failure to complete within 30-days after NOV Issued 	<ul style="list-style-type: none"> Issue Correction Notice with New Compliance Dates Issue NOV with Notice to Complete in 30-days Compliance Meeting Administrative Complaint/Fine Consent/Compliance Order 	<p>IN</p> <p>OM, MP, LC</p> <p>IN,OM,MP OM, MP, LC IN,OM,MP</p>
Failure to Submit Required Drawings & Information	<ul style="list-style-type: none"> Required Submittal Past Due Complete Failure - Did Not Submit Required Information within 30-days of Written Warning 	<ul style="list-style-type: none"> Issue Written Warning of Administrative Fine & SNC Publication if not Resolved in 30-days SNC Notification/Publication Administrative Complaint/Fine 	<p>IN, OM</p> <p>OM,MP OM, MP, LC</p>
Failure to Comply with Wastewater Treatment Operator Requirement	<ul style="list-style-type: none"> Initial failure - No Qualified Pretreatment System Operator Employed Continued Failure - Does Not Employ Qualified Treatment System Operator within Time Frame Established in Correction Notice Complete Failure - Does Not Employ Qualified Treatment System Operator within 30-Days of NOV 	<ul style="list-style-type: none"> Issue Correction Notice with New Compliance Dates Issue NOV with Notice to Complete in 30-days Administrative Complaint/Fine 	<p>IN</p> <p>OM, MP, LC</p> <p>OM, MP, LC</p>
Failure to Comply with Record-Keeping Requirements	<ul style="list-style-type: none"> First-time Violation Failure to Correct Problem 	<ul style="list-style-type: none"> Issue Written Warning with Compliance Deadlines Compliance Follow-up Inspection/Verification Issue NOV Requiring Correction within 30-Days 	<p>IN, OM IN</p> <p>IN, OM</p>
Failure to Comply with Prohibitions	<ul style="list-style-type: none"> Initial Violation - Detected During Inspection Failure to Correct Problem 	<ul style="list-style-type: none"> Issue NOV Requiring Immediate Correction Compliance Follow-up Inspection/Verification Issue NOV Requiring Immediate Correction Compliance Audit/Inspection Compliance Meeting 	<p>IN, OM IN</p> <p>IN, OM IN IN, OM, MP</p>

Table 7: Violations of Ordinance or Special Permit Conditions (Cont'd)

Nature of Violation	Circumstances	Range of Enforcement Response	Personnel
Failure to Comply with Prohibitions	● Failure to Correct Problem	▶ Consent or Compliance Order ▶ Administrative Complaint/Fine	OM,MP OM, MP, LC
Entry Denial	● Initial Refusal to Allow Inspection of Facility	▶ Written Notice - Informing IU of SAWPA Authority to Conduct Inspections/Sampling	IN, OM
	● Subsequent Denial	▶ Permit Revocation Proceedings	OM/MP, LC, GM
Failure to Submit Permit Application	● Initial Failure	▶ Issue NOV Requiring Immediate Correction	IN, OM
	● Repeatedly Ignores Notice to Submit Application	▶ Physical Termination of Service	OM, MP, LC, GM

ERP OVERVIEW PROCESS FLOW DIAGRAM

Figure

Figure 2 – ERP Overview

SANTA ANA WATER PROJECT AUTHORITY
ENFORCEMENT RESPONSE GUIDE (OVERVIEW)

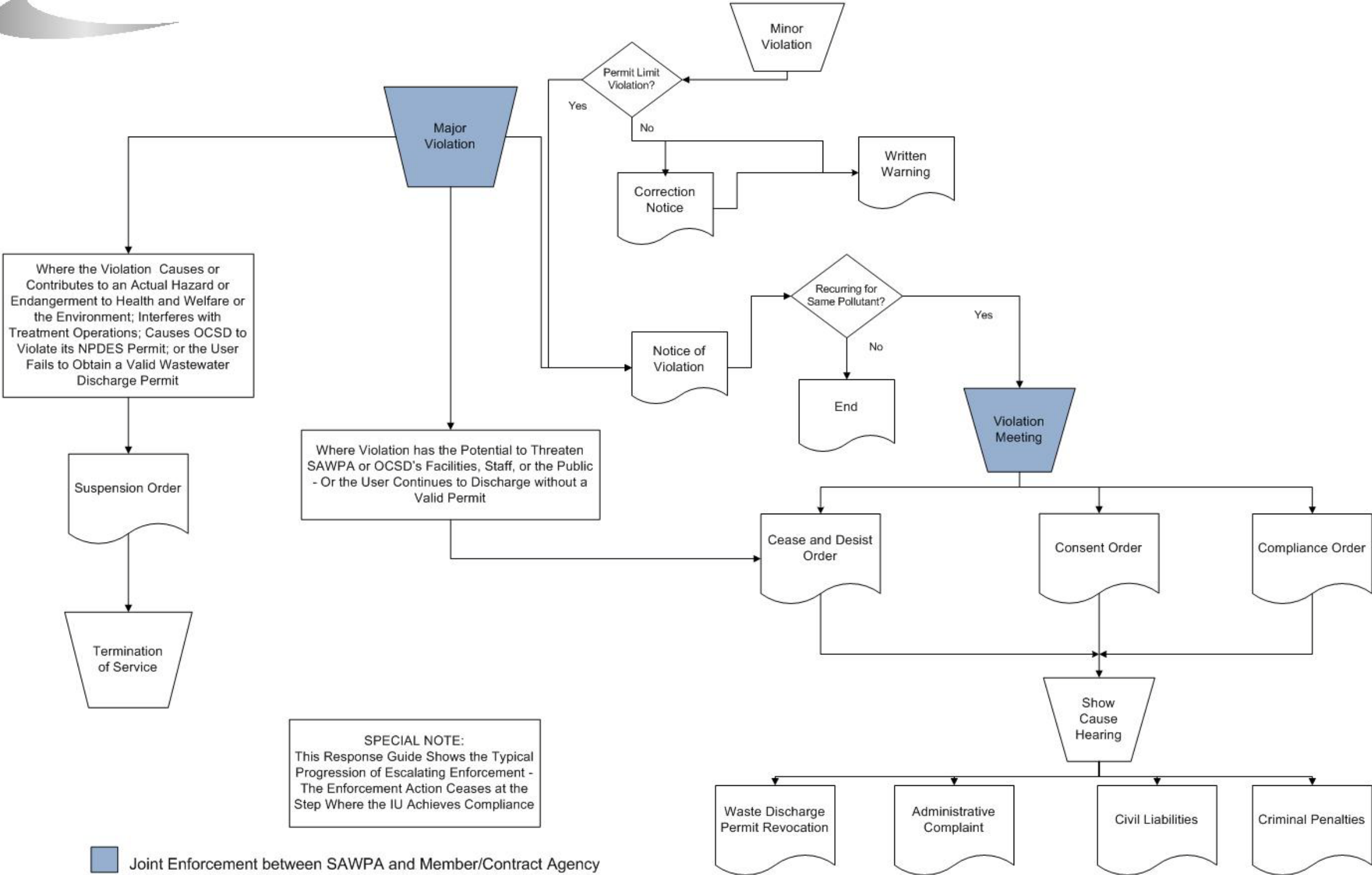


Table 8: Personnel Responsibilities

ENFORCEMENT RESPONSE PLAN PERSONNEL ASSIGNMENT BY ROLE

Agency:		Date Completed:
Code	General Title	Agency Job Title
AA	Administrative Assistant	
IN	Inspector	
OM	Engineering & Operations Manager	
EN	Engineer/Permit Writer	
MP	Manager of Permitting & Pretreatment	
GM	General Manager	
LC	Legal Counsel	